BOARD OF PUBLIC WORKS

2019 RESOLUTION BOOK – 106

JANUARY 8, 2019 - DECEMBER 17, 2019

Date	Imp Res #	Project name/Description	Presenter
January 2019			
1-8-2019	106-1-8-19-1	Annual On-Call Asphalt Cut Repair Services	John Clark
1-8-2019	106-1-8-19-2	Purchase Agreement to acquire 19.2 acres of vacant land located SW 1/4 of Section 28, Township 30 North, Range 12 East in Allen County, Indiana from Old Prairie Products	Dan Brenner & Patrick Zaharako
1-8-2019	106-1-8-19-3	Amendments the FW Utility General Rules & Regs	Brandon Almas
1-8-2019	106-1-8-19-4	Request for Proposals, Emissions Modification to Meet Rice NESHAP 40CFR63 SUBPART ZZZ	John Clark
1-8-2019	83648	Haffner Dr Storm Drain Imp Phase 2	Nathan Baggett
1-15-2019	0319S	Sidewalk Trip Hazard Elimination Package	Nick Jarrell
1-15-2019	0327S	2019 Barrett Sidewalk Package	Nick Jarrell
1-15-2019	0365S	2019 Miscellaneous Right of Way Concrete Package	Nick Jarrell
1-15-2019	0366P	2019 Tree Removal Package.	Nick Jarrell
1-15-2019	0349D	Alley N/S: W Wallace, W Masterson, Webster, and S Calhoun	Bob Widner
1-15-2019	66823	Ardmore and Limestone Water Main Replacement	Austyn Smedberg
1-15-2019	106-1-15-19-1	Acquisition of the property located at 516 Wagner Street	Seth Weinglass
1-15-2019	106-1-15-19-2	Intent to Sell East Side Pump Station	Seth Weinglass
1-15-2019	106-1-15-19-3	Allowing Permanent Structure in Legal Drain for Maplecrest Rd Widening	Anne Marie Smrchek
1-29-2019	66829	Lochner Road Water Main Extension	Austyn Smedberg
1-29-2019	106-1-29-19-1	Intent to sell two City owned vacant lots located at 1316 & 1318 S Anthony Blvd	Dan Brenner
Feb 2019			
2-5-2019	76480	Rudisill Consolidation Sewer & Extension- Foster Park Relief Sewer	Kristen Buell
2-5-2019	83678	Bridgedale Terrace Drainage Improvements	Anne Marie Smrcek
2-12-2019	76428	Water Pollution Control Plant Pond 1 Capacity Restoration	Zach Katter
2-19-2019	0350L	2019 City-Wide Street Lighting Improvements Phase 1	Herb Berg
2-26-2019	0377N	Lake Avenue Trail: Randallia Dr to Carew St	
2-26-2019	106-2-26-19-1	Donation at 2337 Elyetta St for demolition & creation of green space	Patrick Zaharako
2-26-2019	83667	Pemberton/Tilden Stormwater Imp Phase I	Matthew Grieger
March 2019			
3-12-2019	66772	Corbin and Hathaway: South to Union Chapel WME	Jon Hall
3-12-2019	83622	Schoppman Drain Improvements	Nathan Baggett
3-12-2019	83626	Hessen Cassel Storm & Sidewalk Improvements Bentley Way to Stardale Dr	Charlie Cochran
3-19-2019	0297P	Ardmore Avenue Wetland Mitigation	Patrick Zaharako
3-19-2019	66589	Maplecrest: Lake to Maumee River WME	Andrew Schipper
3-26-2019	0173S	St. Joe Center Road Sidewalk Connection Phase 1	Bob Widner
3-26-2019	0323A	2019 Resurfacing Package Northwest	Matt Gray
3-26-2019	0324A	2019 Surface Milling for Street Department	Matt Gray
3-26-2019	0333D	Alley E/W: Lynn Ave, Dodge, Ave, Rolston St and Beacon St	Matt Gray
3-26-2019	106-3-26-19-2	Sale of surplus land located at 6050 State Road 930 West	Seth Weinglass
3-26-2019	106-3-26-19-3	Clinton and Edgewood Water Main Replacement	Austyn Smedberg
3-26-2019	83564	Stanford Ave Stormwater Imp	Michael Saadeh
3-26-2019	106-3-29-19-1	Acceptance of PE Report – Public Hearing	Ben Groeneweg

Date	Imp Res #	Project name/Description	Presenter
April 2019			
4-2-2019	0020C	Hillsboro Addition Concrete Street Repairs	Greg McDirmit
4-2-2019	0301A	Harris Rd Widening	Greg McDirmit
4-2-2019	0313D	Alley: Rudisill Blvd, Baxter St, Smith St, and Oliver St	Dan Shaw
4-2-2019	0338C	Greater McMillen Park Concrete Street Repairs, Phase 2	Dan Shaw
4-2-2019	0362N	Summit Park Trail Phase 1C	Dawn Ritchie
4-2-2019	66366	West Side Tank Painting	Steve Fickle
4-9-2019	0310A	2019 Resurfacing Package Southwest	Dan Shaw
4-9-2019	66795	Orthophosphate Feed Improvements	Zach Katter
4-9-2019	76547	WPCP Wet Weather Pump Station Coarse Screen Cleaning	Zach Katter
4-9-2019	76442	8000 & 8500 Block Auburn Road Septic Elimination	Michael Saadeh
4-9-2019	106-4-9-19-1	Intent to Sell vacant lots located at 2822 Pennsylvania St and 2400 block of Perth St	Dan Brenner
4-9-2019	106-4-9-19-2	2019-2021 On-Call Subsurface Utility Exploration Services.	Eric Steinman
4-16-2019	0312U	2019 Public Sidewalk Curb Ramp Package South	Holly Petzak
4-16-2019	66773	Flutter Road-River Hollow to Wheelock WME	Jon Hall
4-16-2019	83605	Plymouth Road Drainage Improvements	Charlie Cochran
4-23-2019	0205C	Aboite Meadows Concrete St Repairs	Brian Kiess
4-23-2019	0343D	Alley: Oxford St, Grier St, Oliver St, and Bowser Ave	Brian Kiess
4-23-2019	76620	WPCP 2019 Admin Building Roofing	James Woodruff
4-23-2019	106-4-23-19-1	Instituting Proceedings to Vacate a Regulated Drain	AnneMarie Smrchek
4-23-2019	106-4-23-19-2	Classifying a regulated drain as a drain in need of reconstruction and referring the matter for further review	AnneMarie Smrchek
4-30-2019	0331D	Alley: Wells St, Cass St, Third St and Fourth St	Tim Byer
4-30-2019	66887	Clinton and Edgewood Water Main Replacement Phase 2	Andrew Schipper
4-30-2019	106-4-30-19-1	3700 Block Tillman Re Sanitary Emergency Repair	Eric Steinman
May 2019			
5-7-2019	0036S	Washington & Jefferson -Swinney Pk Sidewalk Phase 1	Dan Shaw
5-7-2019	0329C	Oakmont Concrete St Repairs	Tim Byer
5-7-2019	0353D	Alley: Fairfield, Hoagland, Dewald St & Creighton Ave	James Reitz
5-7-2019	66451	ST Joe Dam Pump #2 Imp	Chris Ravenscroft
5-7-2019	83635	Fairfield Ditch Restoration Phase I	Kristen Buell
5-14-2019	0034A	Goshen Ave Reconstruction	Patrick Zaharako
5-14-2019	0326A	2019 Resurfacing Package Southeast	Bob Widner
5-14-2019	0332D	Alley: State Blvd, Lynn Ave, Carew St, and Rolston St	Matt Gray
5-14-2019	0385S	Decatur Road Sidewalk Connection Phase 2	Dan Shaw
5-14-2019	0394D	Alley E Suttenfield, E Woodland, S Calhoun &S Clinton St	Greg McDirmit
5-14-2019	66578	Chemical Control Room Improvements	Christos Kyrou
5-14-2019	66810	Schele and Raymond Water Main Replacement	Austyn Smedberg
5-14-2019	66824	Lead Service Line Replacement Pilot	Austyn Smedberg
5-14-2019	106-5-14-19-1	Payment of Judgment for Judicial Condemnation of 3RPORT Working Shaft Site	Seth Weinglass
5-14-2019	106-5-14-19-2	Interlocal - City of FW & Leo-Cedarville Reg Sewer District	Brandon Almas
5-21-2019	0314A	Resurfacing Package Northeast	Ezra Broman
5-21-2019	0345D	Alley W Suttenfield, W Taber, Webster St, & S Harrison St	Ezra Broman

Date	Imp Res #	Project name/Description	Presenter
May 2019 Cont.			
5-21-2019	0352N	Hadley Rd Sidewalk	Dan Shaw
5-21-2019	66353	Plant 3 Weir Imp	Steve Fickle
5-21-2019	106-5-21-19-1	Establishing a Revolving Fund & Incentive Program for Lead Service Line Replacements	Brandon Almas
June 2019			
6-4-2019	0188R	Hanna St Trail: US 27 to Tillman Rd	Dawn Ritchie
6-4-2019	0355D	Alley: McKinnie, Baxter, Avondale, Warsaw	Brian Kiess
6-11-2019	106-6-11-19-1	Release Utility Facilities 1130 W Main St	DeWayne Nodine
6-11-2019	66288	Substation #2 Switchgear Replacement	Steve Williams
6-11-2019	66385	Filtration Plant Limestone Restoration 2019	Jim Woodruff
6-11-2019	66848	Crestwood colony WMR Phase 2	Austyn Smedberg
6-18-2019	0325U	2019 Public Sidewalk Curb Ramp Pkg North	Greg McDirmit
6-18-2019	0334D	Alley E/W/N/S - E Pontiac, Colerick St, Reed St, and Lillie St	Holly Petzak
6-18-2019	0344D	Alley - S Clinton St, Lafayette, Dalman & E Wildwood Ave	Holly Petzak
6-18-2019	66642	Hurshtown Reservoir Slope Repair	Nathan Baggett
6-18-2019	106-6-18-19-2	Intent to Sell 7305 Lewis Rd	Seth Weinglass
6-18-2019	106-6-18-19-1	Partial vacation Heidbrink Drain for Drain #08-33-800	AnneMarie Smrchek
July 2019			
7-2-2019	0354C	Woodhurst Addition Concrete St Repairs	James Reitz
7-2-2019	106-7-2-19-1	Transfer of Utility Ownership & Easement Agreement between CFS #1 and the City of Fort Wayne	Lisa Ramos
7-2-2019	106-7-2-19-2	Intent to sell vacant lot 2524 Hanna St	Dan Brenner
7-9-2019	66842	Maplecrest Feed Main Maumee River crossing	Jon Hall
7-9-2019	76593	Rothman Rd Lift Station Pump & Electrical Imp	Steve Williams
7-9-2019	83484	Stone Lake Stormwater Outfall	Emily Grabill
7-16-2019	0348D	Alley: E State Blvd, Forest, California, Florida	Matt Gray
7-16-2019	76199	WPCP Activated Sludge Aeration Imp	Zach Katter
7-16-2019	76470	WPCP High Strength Waste Storage, Mixing, & Handling Imp	Zach Katter
7-16-2019	76613	WPCP Pond PLC Improvements	Zach Katter
7-16-2019	76478	Beckett's Relief Sewer Forested Wetland Earthwork	Nathan Baggett
7-23-2019	106-7-23-19-1	Purchase Agreement for 7305 Lewis Road	Seth Weinglass
7-30-2019	0416X	Airport Expressway Log Jam Removal	Kathryn Heck
7-30-2019	76467	CSO 32 & third St Pump Station Consolidation Sewer	Kristen Buell
7-30-2019	106-7-30-19-1	Transfer of Sanitary pipe and easement between FW Redevelopment and City of FW	DeWayne Nodine

Date	Imp Res #	Project name/Description	Presenter
August 2019			
8-6-2019	66791	VFD for High Service Pump 14	Steve Williams
8-6-2019	0342S	East Washington Blvd Sidewalk Connection	Dan Shaw
8-20-2019	76390	St Joe River Force Main Crossing	Michael Saadeh
8-20-2019	83656	South Bend Drive & Covington Road Drainage	Emily Grabill
8-27-2019	0407L	Inverness Hills Lighting Improvements	Herb Berg
8-27-2019	66702	Thieme and Berry Water Main Replacement	Andrew Schipper
September 2019			
9-10-2019	0373D	Alley: Fox Ave, Fairfield Ave, W Creighton, W Dewald St	Brian Kiess
9-10-2019	0393D	Alley: E Rudisill, Baxter St, Oliver St, and Bowser Ave	Dan Shaw
9-10-2019	0406B	Butler Street Brick Repair	James Reitz
9-10-2019	0413B	Wilt Street Brick Repair	Bob Widner
9-10-2019	66834	Forest Hills & Northwood Heights WMR	Jon Hall
9-10-2019	76594	7900-8500 Block Flutter Road Septic Elimination	Michael Saadeh
9-10-2019	76672	WPCP Admin Building Air Handler	Jim Woodruff
9-10-2019	106-9-10-19-1	Renewal of Annual Tax sale Agency Agreement for 2019	Seth Weinglass
9-10-2019	83724	Concordia High School Storm Sewer Rehab	Eric Steinman
9-17-2019	0369D	Alley: McKinnie Ave, Senate Ave, Smith St, and Bowser Ave	James Reitz
9-17-2019	0374D	Alley: Killea St, W Wildwood Ave, Hoagland Ave, Webster	Fames Reitz
9-17-2019	0412D	Alley: Sherman Blvd, Barthold St, West Fourth St, Third St.	Brian Kiess
9-17-2019	66837	Arlington and Sherwood Water Main Replacement Phase 1	Austyn Smedberg
9-17-2019	76725	WPCP Digester Gas Flare Improvements	Zach Katter
9-17-2019	106-9-17-19-1	Water Meter Replacement	Ben Groeneweg
9-24-2019	0372D	Alley: West Foster Parkway Lexington, Buell, Hoagland	Tim Byer
9-24-2019	0429T	East Washington & Schick Signal Underground	Kyle Winling
9-24-2019	66926	Baird Rd WME	Austyn Smedberg
9-24-2019	106-9-24-19-1	Railroad Closure for Wabash St at Norfolk Southern RR	Patrick Zaharako
October 2019			
10-1-2019	0311S	Bluffton Rd Sidewalk Construction	Brian Kiess
10-1-2019	0401D	Alley: Kensington Blvd, Woodward Ave, Lynn Ave, E State	Greg McDirmit
10-1-2019	66632	Northwest Pump Station #1 Electrical Imp	Christos Kyrou
10-1-2019	76579	3RPORT Deep Dewatering Pump Station Electrical Feeds	Steve Williams
10-8-2019	106-10-8-19-1	Acquisition of 2502 Dwenger Avenue	Seth Weinglass
10-8-2019	0335S	Lahmeyer Rd Sidewalk Connection	Bob Widner
10-8-2019	76727	Woodview Lift Station Improvements	Nathan Baggett
10-8-2019	83638	Maple Grove Phase I Drainage Imp	Nathan Baggett
10-15-2019	76473	Beckett's Relief Sewer – Forested Wetland Planting	Nathan Baggett
10-22-2019	106-10-22-19-1	Revised Stormwater Utility General Rules & Regs	Brandon Almas
10-29-2019	0445P	2019 Guardrail Replacement/ Installation	Mario Trevino
10-29-2019	76488	Flaugh Rd Sanitary Sewer Ext	Nathan Baggett
10-29-2019	83453	Brookside Parkerdale Drainage Imp	Kristen Buell

Date	Imp Res #	Project name/Description	Presenter
November 2019			
11-5-2019	0298X	State Blvd Bridge over Bullerman Ditch	Kathryn Heck
11-5-2019	0307X	Reed Rd Sidewalk Connection Ph 2	Bob Widner
11-5-2019	66533	3RFP Batch Lime Slaking System	Chris Ravenscroft
11-5-2019	83619	Limberlost Acres Drainage Imp	Charlie Cochran
11-12-2019	76735	Pettit-Rudisill Neighborhood Sewer Open Cuts	Eric Steinman
11-12-2019	106-11-12-19-1	acquisition approx. 4 acres/vacant land 3100 Blk Vesey ave	Chris CarMichael
11-12-2019	106-11-12-19-2	Donation of 3333 Geneva St from M Baker	Dan Brenner
11-12-2019	106-11-12-19-3	Donation two 10' strips along 4500 block of DeForest ave	Dan Brenner
11-12-2019	83712	Huffman – Putnam Oakland St to Hamilton Pk Sewer Sep	AnneMarie Smrchek
11-19-2019	66744	Filter Underdrain Replacement – Filter 21 & 23	Matt Grieger
11-19-2019	66799	Southwest Tank Painting	Steve Fickle
DECEMBER 2019			
12-3-2019	0180S	Stellhorn Rd Sidewalk Connection Ph 1	Ezra Broman
12-3-2019	106-12-3-19-1	RFQ for 2020 Asphalt Bids	John Clark
12-10-2019	76533	Long Rd Lift Station	Nathan Baggett
12-10-2019	106-12-10-19-1	Allow Permanent Structure in Legal Drain ROW for Stellhorn Rd Sidewalk Connection Phase I	AnneMarie Smrchek
12-17-2019	66943	Summit Pressure Zone Check Valves	Jon Hall
12-17-2019	66952	Roosevelt WM Smith to Mount Vernon Park	Michael Saadeh
12-17-2019	106-12-17-19-1	Labor &Equipment Rates for Maint. Repair Work – BOPW	Justin Brugger
12-17-2019	106-12-17-19-2	Labor &Equipment Rates for Maint. Repair Work – Storm	Justin Brugger

Jan 2019

Haffner Drive Storm Drain Improvements - Phase 2
RESOLUTION NO. 83648

RESOLUTION BY THE BOARD OF STORMWATER MANAGEMENT of the City of Fort Wayne, Indiana that:

Orders the installation of approximately 1,560 LF of small diameter storm sewer and 220LF of Right-Of-Way swale grading.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Haffner Drive Storm Drain Improvements - Phase 2.

Declares the cost of the said improvements shall be paid by the funds from public funds from the Fort Wayne Storm Utility Revenue Bond.

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will acquire the property rights described in Attachment "A" (Property Acquisition Summary Sheet).

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $202,800.00

APPROVED THIS 8th DAY OF January, 2019.

BOARD OF STORMWATER MANAGEMENT

BY: _____
Matthew A. Wirtz, Chair

BY: _____
Shan Gunawardena, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk, Clerk

CITY UTILITIES ANNUAL ON-CALL ASPHALT CUT REPAIR SERVICES
RESOLUTION NO. 106-1-8-19-1

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Fort Wayne Utilities is requesting time and material quotes for contracting various types of labor and equipment for repairs of Asphalt Cuts made by the Utilities in the repair of the distribution and collection systems. All repairs are to be made to the Transportation Engineering Standards dated 8-27-15.

Said services shall be constructed in accordance with the plans and specifications.

APPROVED THIS 8th DAY OF January, 2019

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk, Clerk

APPROVAL OF PURCHASE AGREEMENT OF RESOLUTION #106-1-8-19-2

The Fort Wayne Board of Public Works:

Approves the agreement for the City of Fort Wayne to purchase 19.2 Acres of vacant land located in Part of the SW ¼, S28, T30N, R12E in Allen County, Indiana from Old Prairie Products, Inc.

APPROVED THIS 8TH DAY OF JANUARY, 2019.

BOARD OF PUBLIC WORKS

BY: Shan Gunawardena, Chair

BY: Kumar Menon, Member

BY: Mike Avilla, Member

ATTEST BY:

1.8.19

Michelle Fulk, Clerk

RESOLUTION OF THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA APPROVING AMENDEMENTS TO THE FORT WAYNE WATER UTILITY GENERAL RULES AND REGULATIONS

Resolution #**106-1-8-19-3**

WHEREAS, the City of Fort Wayne, Indiana ("City") owns and operates a municipal waterworks (the "Fort Wayne Water Utility") in accordance with I.C. § 8-1.5 *et al.*

WHEREAS, the Fort Wayne Water Utility has promulgated general rules and regulations ("Rules and Regulations") to govern the operation of the Fort Wayne Water Utility, which Rules and Regulations are approved by the Fort Wayne Board of Public Works; and

WHEREAS, the Rules and Regulations contain provisions regarding the acceptance of coin; and

WHEREAS, the Fort Wayne Water Utility desires to streamline bill payment procedures and eliminate the need to maintain coin on site; and

WHEREAS, the Board of Public Works finds that the proposed amendment(s) in this Resolution are in the best interest of the Fort Wayne Water Utility and the City as a whole.

NOW, THEREFORE, IT IS RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE AS FOLLOWS:

SECTION 1. That Rule 31, Section L. of the Rules and Regulations is hereby deleted in its entirety and Rule 31, Section M. is re-numbered accordingly.

SECTION 2. Any and all actions taken in furtherance of the foregoing resolution are hereby ratified, and confirmed, and approved in all respects.

APPROVED THIS 8th DAY OF January, 2019

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Mike Avila, Member

BY: _____
Kumar Menon, Member

ATTEST: _____
Michelle Fulk, Clerk

CITY UTILITIES REQUEST FOR PROPOSALS
EMISSIONS MODIFICATION TO MEET RICE NESHAP 40CFR63 SUBPART ZZZ
RESOLUTION NO. 106-1-8-19-4

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Fort Wayne City Utilities (FWCU), is seeking competitive proposals from qualified firms to provide for direct purchase; Cigar Style, Critical grade silencers for 2 (two) Cat D3516B 2876Hp 2000 KW Engine Gensets and 1 (one) Cat DXXXB 3634Hp 2500KW Engine Genset with integrated oxidation catalyst inside. The Silencer must be sized to meet maximum exhaust flow of 15471 acfm at 847 deg F for the 2 (two) 2876Hp units, and 19549 acfm at 847 deg F for the one 3634Hp unit. Units must be built to fit into the existing piping on the Genset's. Thermal wraps are required. Exhaust bellows are to be quoted as an option.

Said services shall be constructed in accordance with the plans and specifications.

APPROVED THIS 8th DAY OF January, 2019

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk, Clerk

IMPROVEMENT RESOLUTION NO. 0319S

2019 Sidewalk Trip Hazard Elimination Package
WORK ORDER NO. 0319S

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:
This trip hazard elimination package will include the horizontal sawing of neighborhoods in all districts including:

DISTRICT 1	DISTRICT 2	DISTRICT 3	DISTRICT 4	DISTRICT 5	DISTRICT 6
A-Lofton Woods	A-Francis Slocum	A-Northcrest	A-Covington Chase	A-Five Points	A-Oxford
B-Chandlers Landing	B- Wyndemere	B-Falls of Keefer Creeek	B-Copperhill	B-Historic Southwood Park	B-Pettit/Rudisill
C-New Glenwood	C-Greenview		C-Avalon Place		C-Anthony Wayne
D-The Knolls	D-La-Cabreah				

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 15th day of January, 2019.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk, Clerk

IMPROVEMENT RESOLUTION NO. 0327S

2019 Barrett Sidewalk Package
WORK ORDER NO. 0327S

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: undetermined locations in the City of Fort Wayne, IN.

The improvements are at various property locations through all 6 districts
The improvements include removing and replacing sidewalks, residential drive approaches, alley approaches, concrete curbs, adding curb ramps, casting adjustments.

All in accordance with the profile, details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

The cost for sidewalks, drives, curbs, and yard walks shall be assessed 50% on the real estate abutting on said improvements and 50% upon the City of Fort Wayne, Indiana, if the said City is benefited by said improvement and the cost for restoring areas affected by construction shall be assessed 100% on said City, all according to the method and manner provided for in an Act of the General Assembly of the State of Indiana, and the provisions of all Acts amendatory thereto and supplemental thereof.

Assessments if deferred are to be paid in ten equal installments with interest at the rate of three (3%) percent per annum as set by the Board of Public Works and shall be financed under Revolving Barrett Law as provided for in the above-entitled acts.

All proceedings and any work done on said improvements, assessment of property, collection of assessments and issuance of Bonds, therefore, shall be as provided for in said above-entitled acts and all amendments thereto and supplemental thereof.

Adopted this 15th day of January, 2019.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk, Clerk

IMPROVEMENT RESOLUTION NO. 0349D

Alley R00794, R20406 North-South, W Wallace, W Masterson, Webster,S Calhoun
WORK ORDER NO. 0349D

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

The two North-South Alleys from Masterson to Wallace, between Webster and South Calhoun with new concrete alleys and approaches.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 15th day of January, 2019.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk, Clerk

IMPROVEMENT RESOLUTION NO. 0365S

2019 Miscellaneous ROW Concrete Package
WORK ORDER NO. 0365S

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

The improvements are at various property locations through all 6 districts
The improvements include removing and replacing sidewalks, residential drive approaches, alley approaches, concrete curbs, adding curb ramps, casting adjustments and concrete street patching.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 15th day of January, 2019.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk, Clerk

IMPROVEMENT RESOLUTION NO. 0366P

2019 Tree Removal Package
WORK ORDER NO. 0366P

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

This project will include the cutting down of the trees in the City ROW affecting the 50/50, Misc. ROW Pkg and any other Public Works project in the Right of Way. These trees are being bid out by unit cost per the diameter of the tree. This will include the removal and grinding of the tree 8" below grade including the chipping and hauling of the tree.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 15th day of January, 2019.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST: _____
Michelle Fulk, Clerk

ARDMORE AND LIMESTONE
WATER MAIN REPLACEMENT
RESOLUTION NO. 66823

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Installation of 500 feet of 6", 900' of 8", and 2100' of 12" HDPE pipe via horizontal directional drilling, along with associated hydrants, valves, and other appurtenances.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **ARDMORE AND LIMESTONE WATER MAIN REPLACEMENT.**

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Water Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associate with this project.

Declares the engineer's estimate of the project's total cost is $548,340.

APPROVED THIS 15th DAY OF January, 2019.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chairman

BY: _____
Mike Avila, Member

BY: _____
Kumar Menon, Member

ATTEST: _____
Michelle Fulk, Clerk

A RESOLUTION OF THE CITY OF FORT WAYNE, INDIANA BOARD OF PUBLIC WORKS APPROVING THE ACQUISITION OF 516 WAGNER STREET FOR WATER FILTRATION PLANT CAPACITY DEVELOPMENT

RESOLUTION NUMBER 106-1-15-19-1

WHEREAS, City Utilities for the City of Fort Wayne ("CU") has an ongoing program of purchasing houses on the south side of Wagner Street, immediately adjacent to the north side of the Three Rivers Water Filtration Plant (the "Plant"), for the purpose of purchasing real estate and demolishing the houses located thereon to create a security buffer zone on the north side of the Plant, in the best interests of the public health, safety, and welfare; and

WHEREAS, in furtherance of the creation of such security buffer zone, CU wishes to acquire title to that certain parcel of real estate having the address of 516 Wagner Street, the legal description of which is set forth in Exhibit "1" attached hereto and incorporated herein by this reference (the "Real Estate"); and

WHEREAS, the Real Estate was made available for public auction by Allen County at its annual tax sale in 2017;

WHEREAS, prior to the 2017 tax sale, CU obtained two independent appraisals of the Real Estate, the average of which yielded an appraised value of $40,000.00 for the Real Estate;

WHEREAS, CU's designated agent (the "Tax Sale Agent") submitted a bid for the Real Estate of Thirteen Thousand Seventy-Seven Dollars and Sixty-Five Cents ($13,077.65), which was the winning bid for the Real Estate; and

WHEREAS, the Tax Sale Agent acquired the Real Estate at the 2017 tax sale for a bid price of Thirteen Thousand Seventy-Seven Dollars and Sixty-Five Cents ($13,077.65); and

WHEREAS, because the Real Estate was not redeemed by the former property owner during the statutory period of redemption, a Tax Sale Deed was issued to the Tax Sale Agent; and

WHEREAS, the Tax Sale Agent desires to transfer the Real Estate to CU by quitclaim deed pursuant to a previously established procedure.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF FORT WAYNE, INDIANA, BOARD OF PUBLIC WORKS AS FOLLOWS:

The tax sale purchase of the Real Estate for bid price of Thirteen Thousand Seventy Seven Dollars and Sixty-Five Cents ($13,077.65) is hereby ratified, and the transfer of the Real Estate to CU by quitclaim deed is hereby approved.

(Remainder of the page intentionally left blank—signature page to follow.)

APPROVED this 15th day of January, 2019.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____ 1.15.19
Michelle Fulk, Clerk

Prepared by: Seth Weinglass, City of Fort Wayne, Program Manager, Capital Project Services

ACKNOWLEDGEMENT

STATE OF INDIANA)
) **SS**
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State personally appeared Shan Gunawardena, Kumar Menon, and Mike Avila, as Members of the Board of Public Works of the City of Fort Wayne, and Michelle Fulk, Clerk of the Board of Works, and acknowledged the execution of the foregoing contract as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 15th day of January, 2019.

My Commission Expires:

MICHELLE R NELSON
Notary Public - Seal
State of Indiana
Allen County
My Commission Expires Nov 6, 2022

_____
Notary Public

Resident of Allen County

Michelle R. Nelson
Printed Name of Notary

EXHIBIT 1

AFFECTED PROPERTY:

Address: 516 Wagner St. Fort Wayne, IN 46808
Last deed of record: Allen County Recorder's document number 2013002545
Tax parcel no.: 02-12-02-233-007.000-074

Legal description

Lot 5 Romy & Martin Addition

INTERESTS TO BE ACQUIRED: Fee simple in the entire parcel.

A RESOLUTION OF BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, APPROVING THE DISPOSAL OF A CERTAIN REAL PROPERTY LOCATED AT 6050 STATE ROAD 930 W IN FORT WAYNE, INDIANA

RESOLUTION NUMBER #106-1-15-19-2

WHEREAS, the City of Fort Wayne (the "City") holds fee simple title to a certain real property located at **6050 State Road 930 W** in Fort Wayne, Indiana, more particularly described and depicted in Exhibit 1 attached hereto, incorporated herein by this reference (the "Property"); and

WHEREAS, the City has no present use for the Property, and future use by the City is unlikely.

WHEREAS, the assessed value of the Property is less than fifteen thousand dollars ($15,000), based on the most recent assessment of the Property; and the highest and best use of the Property is sale to an abutting landowner pursuant to Indiana Code 36-1-11-5;

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF FORT WAYNE, INDIANA BOARD OF PUBLIC WORKS AS FOLLOWS:

The City hereby resolves to sell the Property pursuant to the Indiana Code.

(Remainder of the page intentionally left blank—signature page to follow.)

APPROVED this 15th day of January, 2019.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair of Public Works

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____ 1.15.19
Michelle Fulk, Clerk

Prepared by: Seth Weinglass, City of Fort Wayne, Program Manager, Capital Project Services

ACKNOWLEDGEMENT

STATE OF INDIANA)
) **SS**
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State personally appeared Shan Gunawardena, Kumar Menon, and Mike Avila, as Members of the Board of Public Works of the City of Fort Wayne, and Lyndsey Richards, Clerk of the Board of Works, and acknowledged the execution of the foregoing contract as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 15th day of January, 2019.

My Commission Expires:
MICHELLE R NELSON
Notary Public - Seal
State of Indiana
Allen County
My Commission Expires Nov 6, 2022

_____
Notary Public

Resident of Allen County

MICHELLE R NELSON
Notary Public - Seal
State of Indiana
Allen County
My Commission Expires Nov 6, 2022

_____
Printed Name of Notary

EXHIBIT 1

PROPERTY OWNER NAME AND MAILING ADDRESS:

Landowner: City of Fort Wayne
Mailing Address: 200 E Berry St. Ste. 470
Fort Wayne, IN 46802

AFFECTED PROPERTY:

Address: 6050 State Road 930 W
Tax parcel no: 02-13-09-426-005.000-041
Last Deed: Book 595, Pages 372-73
Legal description:

A part of the Southeast Quarter of Section 9, Township 30 North, Range 13 East in Allen County, State of Indiana, described as follows, to-wit:

Beginning at a point on the South right-of-way line of the public road known as New Have Avenue (U.S. Highway #24 and #30), said point being a distance 423.98 feet East of the West line of the East half of the Southeast quarter of Section 9, Township 30 North, Range 13 East; thence South along the East property line of the Indiana and Michigan Electric Company a distance of 114.8 feet to a point of beginning; thence continuing South 1° 23' 02" West a distance of 79.0 feet; thence East a distance of 175.0 feet; North 1° 23' 02" East a distance of 184.8 feet to the South right-of-way line of aforementioned New Haven Avenue; thence West along said South right-of-way line a distance of 25.0 feet, thence South 1° 23' 02" West a distance of 114.8 feet; thence West a distance of 150.0 feet to the place of beginning, containing 0.362 acres of land more or less.

INTEREST TO BE SOLD: Fee simple in the entire parcel.

RESOLUTION TO ALLOW PERMANENT STRUCTURE IN LEGAL DRAIN
MAPLECREST ROAD WIDENING PROJECT

Resolution No. **106-1-15-19-3** Drain #13-04-300

WHEREAS, Pierson Drain No. 2 is under the jurisdiction of the Board of Stormwater Management ("BSM"), and;

WHEREAS, the City of Fort Wayne ("Petitioner") has submitted a petition (the "Petition") to replace an existing deteriorated 9'-4" X 6'3" metal arch pipe under Maplecrest Road north of State Boulevard with a 6' x 10' concrete box structure and relocate an existing sanitary sewer to avoid conflict with the new box structure, all within the Pierson Drain No. 2 right-of-way (the "Right-of-Way"), and;

WHEREAS, the Indiana Drainage Code requires the BSM to approve the location of any permanent structures within the Right-of-Way, and;

WHEREAS, City Utilities Stormwater Engineering staff members have reviewed the proposed improvements, believe they are necessary and appropriate, and recommend approval by the BSM.

NOW, THEREFORE, the BSM hereby declares the said improvements necessary and appropriate and approves the request to allow a permanent structure in the Right-of-Way, on the following terms and conditions:

1. **INDEMNITY**. Petitioner shall indemnify and hold harmless the BSM, the City Utilities Stormwater Engineering Department, and each their respective directors, officers, agents, representatives, employees, successors and assigns from and against any liabilities, actions, demands, claims, losses, or damages, including reasonable attorney's fees, arising out of any injury or death to any person or damage to any property resulting from or in connection with Petitioner's, or any of Petitioner's agent's, contractor's, vendor's, or supplier's, use or occupancy of the Right-of-Way, the work performed in the Right-of-Way pursuant to the Petition, or the condition of any permanent structures installed in the Right-of-Way pursuant to the Petition.

2. **CONTROL OF PREMISES**. The BSM shall retain control over the Right-of-Way and the BSM, or its designated agents, representatives, or employees may enter into the same in accordance with IC 36-9-27-33. The BSM assumes no responsibility for any temporary or permanent structures placed in the Right-of-Way. Petitioner expressly relieves and discharges the BSM and the City Utilities Stormwater Engineering Department from any and all liability for any loss, injury, or damage to person or property that may be sustained by reason of the placement of the structure in the Right-of-Way and waives the right to recover damages (whether in contract or in tort) for loss of or damage to the structure.

3. **REMOVAL OF STRUCTURE**. The BSM or the City Utilities Stormwater Engineering Department may require removal of the structure as needed to permit access to the regulated drain. Removal in those situations will be at Petitioner's expense. Should Petitioner fail to remove the structure in a timely manner after written notice from the BSM or the City Utilities Stormwater Engineering Department, the BSM or the City Utilities Stormwater Engineering Department may cause the structure to be removed at Petitioner's expense.

4. **PERMITS**. The approval granted hereby is solely limited to approval of the placement of a permanent structure in the Right-of-Way. It in no way constitutes any other approval that may be required by any governmental entity under applicable law. Petitioner represents and warrants that it has obtained all of the legal permits and/or governmental approvals for its operation in and on, or use of, the Right-of-Way. Issuance of all required permits and governmental approvals is a condition of this approval. The indemnity provisions of Section 1 shall apply to any fines or other penalties levied against Petitioner for failing to procure all necessary permits and/or approvals.

5. **TERMINATION**. Failure to comply with the terms outlined herein may result in revocation of the approval granted hereby. The BSM shall not be liable for any damages incurred by Petitioner as a result of a revocation of the approval to place a permanent structure in the Right-of-Way.

6. **ACCEPTANCE OF TERMS REQUIRED**. This written approval is conditioned upon Petitioner's acceptance of the terms stated herein and shall not become effective until such acceptance has been received.

APPROVED this 14th day of January, 2019.

BOARD OF STORMWATER MANAGEMENT

By _____
Matthew A. Wirtz, Chair

By _____
Shan Gunawardena, Member

By _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk, Clerk

ACCEPTANCE: CITY OF FORT WAYNE

By: _____

Its: _____

Date: _____

LOCHNER ROAD WATER MAIN EXTENSION
RESOLUTION NO. 66829

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Installation of 4700' of 12" HDPE pipe via horizontal directional drilling, along with associated hydrants, valves, and other appurtenances.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **LOCHNER ROAD WATER MAIN EXTENSION.**

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Water Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works has acquired the property rights described in Attachment "A" (Property Acquisition Summary Sheet).

Declares the engineer's estimate of the project's total cost is $579,000.00.

APPROVED THIS 29 DAY OF January, 2019.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chairman

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk, Clerk

Attachment "A"

Easement Acquisition Summary Sheet

PROPERTY ADDRESS AND NAME			PURCHASE TYPE	PURCHASE PRICE	STATUS
1	17550 Lochner Rd	Mark & Darlene Tullis	Easement	$9,861	Complete
2	17634 Lochner Rd	Derek & Nicole Sanderson	Easement	$2,310	Pending
3	11602 & 11603 Headlands Trl	Honeysuckle Development LLC	Easement	$613	Pending

TOTAL: **$12,784**

A RESOLUTION approving the sale of
real estate owned by the City of Fort Wayne

Resolution # 106-1-29-19-1

WHEREAS, The City of Fort Wayne Board of Public Works is listed as the owner of property located in Fort Wayne, Indiana and more particularly described as:

Part of Lots 52 and 53 in Lillies N of RR Add to the City of Fort Wayne, Allen County, Indiana a/k/a 1316-1318 S Anthony Blvd

WHEREAS, The Board of Public Works has determined that the City of Fort Wayne has no present use for this property, and that future use by the City is unlikely.

NOW, THEREFORE, the Board of Public Works of the City of Fort Wayne, Indiana, hereby resolves to sell the above-named property, following all applicable state statutes.

Signed this 29 day of January, 2019.

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

Shan Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

Attest: _____
Michelle Fulk, Clerk

Rudisill Consolidation Sewer and Extension to Foster Park Relief Sewer Connection
RESOLUTION NO. 76480

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Rudisill Consolidation Sewer and Extension to Foster Park Relief Sewer Connection.

Declares the cost of the said improvements shall be paid by the funds from public funds Fort Wayne Sewer Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will acquire the property rights described in Attachment "A" (Property Acquisition Summary Sheet).

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $6,000,000.

APPROVED THIS 5th DAY OF February, 2019.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: ABSENT
Kumar Menon, Member

BY: Mike Avila
Mike Avila, Member

ATTEST: _____
Michelle Fulk, Clerk

Attachment "A"

Easement Acquisition Summary Sheet

PROPERTY ADDRESS AND NAME			PURCHASE TYPE	PURCHASE PRICE	STATUS
3900	Old Mill Rd	City of Fort Wayne Board of Park Commissioners	Permanent Utility	$0	Complete

TOTAL: **$0**

Bridgedale Terrace Drainage Improvements

RESOLUTION NO. 83678

RESOLUTION BY THE BOARD OF STORMWATER MANAGEMENT of the City of Fort Wayne, Indiana that:

Orders the installation of approximately 855 LF of 12" – 30" storm sewer, 15 manhole and inlet structures of various sizes and all necessary appurtenances.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled: Bridgedale Terrace Drainage Improvements

Declares the cost of the said improvements shall be paid by the Fort Wayne Storm Utility.

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares that Board of Stormwater Management will acquire the property rights described in Attachment "A" (Easement Acquisition Summary Sheet).

Declares the engineer's estimate of the project's total cost is $272,000.00.

APPROVED THIS 5th DAY OF February, 2019.

Board of Stormwater Management

BY: _____
Matthew A. Wirtz, Chair

BY: _____
Shan Gunawardena, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk, Clerk

ATTACHMENT A – EASEMENT ACQUISITION SUMMARY SHEET

There are no easements necessary for construction of the Bridgedale Terrace Drainage Improvements Project.

Water Pollution Control Plant Pond 1 Capacity Restoration
RESOLUTION NO. 76428

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

This project will consist of the removal of built-up solids in the southern pass of Pond 1. Solids will be dewatered and transferred to an off-site location.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **WPCP Pond 1 Capacity Restoration.**

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Sewer Utility Revenue Bond.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associate with this project.

Declares the engineer's estimate of the project's total cost is $376,000.00.

APPROVED THIS 12th DAY OF February, 2019.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chairman

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk, Clerk

IMPROVEMENT RESOLUTION NO. 0350L

2019 CITY-WIDE STREET LIGHTING IMPROVEMENTS PHASE I
WORK ORDER NO. 0350L

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Street lighting on Lois Lane, Stratford Road, Yardley Court, Thornapple Cove, Santa Lisa Court, Crowder Court, Suburban Drive, Graymoor Lane, Saint Joe Center Road, Smith Street, and in the Lima Valley Addition. Project includes new LED lighting, poles, buried wire, and new service points.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 19th day of February, 2019.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

ABSENT
Mike Avila, Member

ATTEST:
Michelle Fulk, Clerk

IMPROVEMENT RESOLUTION NO. 0377N

LAKE AVENUE TRAIL: RANDALLIA DR. TO CAREW ST.
WORK ORDER NO. 0377N

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

This project includes a ten foot wide asphalt trail from Randallia Drive to Carew Street. Total length is 0.27 miles. The project also includes two ADA ramps, a retaining wall, a small amount of concrete sidewalk, pavement markings and a park bench and pad. The contractor shall furnish all labor, insurance, equipment, materials and power for the complete performance of the project.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 26th day of February 2019.

BOARD OF PUBLIC WORKS

Shan Gunawardena, Chairman

Kumar Menon, Member

ABSENT

Mike Avila, Member

ATTEST: 2.26.19

Michelle Fulk, Clerk

Pemberton/Tilden Stormwater Improvements - Phase I

RESOLUTION NO. 83667

RESOLUTION BY THE BOARD OF STORMWATER MANAGEMENT of the City of Fort Wayne, Indiana that:

Orders the installation of electrical motor actuator to an existing manually operated gate valve including installation of electrical components to provide power.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Pemberton/Tilden Stormwater Improvements - Phase I.

Declares the cost of the said improvements shall be paid by the funds from public funds Fort Wayne Stormwater Utility 2017 Revenue Bond.

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will not acquire any property rights.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $94,145.00.

APPROVED THIS 26th DAY OF February, 2019.

BOARD OF STORMWATER MANAGEMENT

BY: _____
Matthew A. Wirtz, Chair

BY: _____
Shan Gunawardena, Member

BY: ABSENT
Mike Avila, Member

ATTEST: _____
Michelle Fulk, Clerk

Approval of Resolution #106-2-26-19-1, To Accept Donation of property located at 2337 Elyetta St for demolition and creation of green space.

BOARD OF PUBLIC WORKS

Date: 2·26·19

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: ABSENT
Mike Avila, Member

ATTEST: _____
Michelle Fulk, Clerk

DONATION AGREEMENT

THIS AGREEMENT IS MADE this 26th day of February 2019 ("Effective Date") by and between Carl S. & Naureen P Ehinger, collectively ("Donor") and The City of Fort Wayne, an Indiana municipal corporation ("Donee").

WITNESSETH:

WHEREAS, Donor owns certain real property in the City of Fort Wayne, Indiana, a description of which is attached hereto and made a part hereof as Exhibit "A" (the "Property"); and

WHEREAS, Donor desires to make a charitable contribution of the Property to Donee;

NOW, THEREFORE, in and for consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A. Conveyance of Property

1. Donor hereby agrees to convey the Property to Donee as a charitable contribution ("Conveyance") and Donee hereby agrees to accept such charitable Conveyance upon the terms and conditions set forth in this Agreement.

2. Donor shall convey to Donee, by quit claim deed, all title and interest Donor may have in the Property.

B. <u>Conveyance.</u>

1. Conveyance shall occur at a date mutually agreeable to the parties, but not later than thirty (30) days after review and approval of this transaction by the City of Fort Wayne Board of Public Works and the Common Council of the City of Fort Wayne. The obtaining of such approvals shall be a condition precedent to the subject Conveyance.

2. At Conveyance, Donor shall deliver to Donee the following instruments:
   (a) The quit claim deed; and
   (b) Such other documents as may be reasonably required to consummate the Conveyance.

3. At Conveyance, Donee shall paythe pro-rated real estate taxes up to the date of Conveyance, andrecording fees, and transfer fees related to the Conveyance of the Property.

C. **Inspection Period.**

1. Donor shall provide copies of the following documents to Donee (to the extent such documents are in Donor's possession) (the "Property Documents") within ten (10) days after execution of this Agreement;

(a) Surveys, and plats for the Property;
(b) All documents, agreements and written information and reports related to the Property including service contracts, permits and licenses applicable to the Property, environmental reports and all maintenance records;
(c) Notices of any zoning, safety, building, fire, environmental, health code or other violations affecting or relating to the Property;
(d) Such other documents as Donee may reasonably request.

2. Donee shall have thirty (30) days to examine the Property Documents after receipt thereof (the "Inspection Period"), during which Donee shall have the right in its sole discretion to terminate this Agreement upon written notice to Donor. In the event of such termination, this Agreement shall be null and void and neither party shall have any further obligation to the other with respect to the Property.

3. Donor shall grant to Donee, its designees, representatives, agents, engineers and contractors access to all portions of the Property during normal business hours during the Inspection Period for the purpose of inspecting the condition of the Property. Donee retains the right to terminate this Agreement, in its sole discretion, during the Inspection Period if Donee does not accept the condition of the Property.

D. **Representations, Warranties and Indemnities of Donor.**

Donor hereby represents and warrants to Donee as of the date of this Agreement (all of which shall be true as of the Conveyance):

1. **Title.** Donor is conveying to Donee any and all interest Donor may have in the Property by quit claim deed. To Donor's knowledge, all water and sewer charges and other utility and municipal charges, other than real estate taxes, to the extent due and owing, have been paid in full.

3. **No Encroachments**. To Donor's knowledge, no part of the Property encroaches upon any property adjacent thereto or upon any easements, nor are there any encroachments upon the Property.

4. **Leases.** To Donor's knowledge the Property is not subject to any lease or occupancy rights held by any third party.

5. **Contracts and Agreements.** To Donor's knowledge, there are no written or oral contracts or agreements affecting the Property which may be binding on Donee, as Donor's successor in title, which are not terminable by Donee without penalty, upon nor more than thirty (30) days advance written notice.

6. **Permits.** To Donor's knowledge, there are no permits or, licenses, required by regulatory authorities are required for the operation and use of the Property.

7. **Litigation.** To Donor's knowledge, there is no litigation or claim pending or raised against or involving the Property. (There may be an order to demolish, Donee is to confirm).

8. **No Encumbrances.** Except as may have been otherwise expressly provided herein, Donor, prior to Conveyance, shall not encumber the Property or any of the improvements or personal property thereon, without the prior written consent of Donee.

9. **Environmental.**

(i) To Donors knowledge there are no Environmental Perils or Hazardous Materials (as defined below) at, on, about, or under the Property.

(ii) Donor and Donee agree that, unless the context otherwise specifies or requires, the following terms shall have the meaning herein specified:

(a) "Governmental Authority" shall mean the United States, the state, the county, the city, and any other political subdivision in which the Property is located, and any court, political subdivision, agency, or instrumentality with jurisdiction over Donor or the Property.

(b) "Governmental Requirements" shall mean all statutes, laws, decisions, ordinances, rules and regulations of any Governmental Authority applicable to Donor or the Property.

(c) "Hazardous Materials" shall mean, among others, any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C.A. §§ 6901 et seq. ("RCRA"), and regulations promulgated thereunder; any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability.

E. Donee's Right to Cancel.

In the event Donee has ordered and received a title report or Donee's inspection discloses unsatisfactory conditions or restrictions, Donee shall have the right exercisable in its sole and absolute discretion, to cancel the Agreement, whereupon it shall be null and void. All costs for a title search and/or inspection shall be paid by Donee.

F. Binding Effect; Limitation of Remedy.

Donor acknowledges that Donee will expend extensive time and resources, e.g., in conducting due diligence, in reliance upon this Agreement. Accordingly, Donor specifically acknowledges this Agreement may be enforced by Donee in equity and at law. If Donee shall breach this Agreement, default, or fail to close, the exclusive remedy of Donor shall be to retain the Property. All other remedies at law or in equity are waived by Donor.

G. Notices.

Any notice, demand, request, consent or other instrument which may be or is required to be given shall be served personally or sent by United States mail, postage prepaid, and addressed to such party at its address set forth below or at such other place as either party may designate by written notice to the other or by facsimile. Any written notice served personally shall be deemed served on the date of its receipt. Any written notice sent by mail shall be deemed served on the date it is placed in the possession of the Unite States Postal Service. For purposes of this Agreement, notice shall be sent to Seller and Purchaser as follows:

To Donor: Carl S. & Naureen P. Ehinger
136 N West St.
New Haven, IN 46774

To Donee: The City of Fort Wayne
Citizens Square
200 East Berry, Suite 470
Attn: Daniel A. Brenner
Property Manager
Fort Wayne, IN 46802

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Donor:

Carl S. Ehinger

Carl S. Ehinger

Naureen P. Ehinger

Naureen P. Ehinger

Donee:

City of Fort Wayne
By: Patrick Zaharako
Its: Flood Control Manager

March 2019

CORBIN AND HATHAWAY SOUTH TO UNION CHAPEL WATER MAIN EXTENSION
RESOLUTION NO. 66772

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Includes the installation of approximately 2,450 lineal feet of 12 inch water main, 3 fire hydrants and all appurtenances expanding the City of Fort Wayne water main along Corbin Road from Aslan Passage South towards Union Chapel Road.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **Corbin and Hathaway South to Union Chapel Water Main Extension**

Declares the cost of the said improvements shall be paid by the funds from Fort Wayne Water Utility (Revenue).

Declares that this project is of public utility benefit.

Declares the engineer's estimate of the project's total cost is $275,000.00.

APPROVED THIS 12th DAY OF March, 2019.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk, Clerk

Hessen Cassel Storm and Sidewalk Improvements-Brentley Way to Stardale Drive

RESOLUTION NO. 83626

RESOLUTION BY THE BOARD OF STORMWATER MANAGEMENT of the City of Fort Wayne, Indiana that:

Orders the installation of approximately 2,500 LF of storm sewer pipe, 57 inlets and structures, 13 culverts, 9,700 LF of roadside swales and other appurtenant storm drainage facilities as well as 42 drive approaches, 816 LF of Curb and 8,150 LF of Sidewalk.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Hessen Cassel Storm and Sidewalk Improvements-Brentley Way to Stardale Drive.

Declares the cost of the said improvements shall be paid by the funds from public funds Local Income Tax (LIT) and Fort Wayne Stormwater Utility Revenue Bond.

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares property acquisition is not necessary.

Declares the engineer's estimate of the project's total cost is $1,996,084.

APPROVED THIS 12th DAY OF March, 2019.

BOARD OF STORMWATER MANAGEMENT

BY: _____
Matthew A. Wirtz, Chair

BY: _____
Shan Gunawardena, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk, Clerk

Schoppman Drain Improvements
AMENDED RESOLUTION NO. 83622

RESOLUTION BY THE BOARD OF STORMWATER MANAGEMENT of the City of Fort Wayne, Indiana that:

Declares that the Schoppman Drain, Drain #08-19-320, is in need of reconstruction because changes have made the drain inadequate to properly drain the lands affected without extensive repairs including converting part of the tiled drain to an open drain.

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit and that the benefits accruing to the owners of the land affected by the project will exceed the costs, damages, and expenses of the project.

Declares Board of Public Works will not acquire any property rights as a result of the proposed project.

Declares there is no cost associated with property acquisition.

Adopts the plans and specifications for the project titled Schoppman Drain Improvements and the engineer's estimate of the project's total cost of $867,810.00.

Adopts the schedule of assessments to be collected from the affected property owners as shown in Attachment "A" - Schedule of Assessments.

Adopts the schedule of damages to affected property owners as shown in Attachment "B" – Schedule of Damages.

Orders that the proposed reconstruction project is established, including the removal of the existing 24" regulated drain and construction of approximately 2700 LF of open ditch in the Tamarack neighborhood. Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled Schoppman Drain Improvements, which are on file and available for inspection.

Orders that the cost of the said improvements shall be paid with public funds from Fort Wayne Stormwater Utility Revenue Bond.

APPROVED THIS 12th DAY OF March, 2019.

BOARD OF STORMWATER MANAGEMENT

BY: _____
Matthew A. Wirtz, Chair

BY: _____
Shan Gunawardena, Member

BY: _____
Mike Avila, Member

ATTEST: _____ 3-12-19
Michelle Fulk, Clerk

Attachment A

Schedule of Assessment

OwnerName	PIN	Legal	PropertyAddress	City	State	Zip	Construction Cost	Annual Assessment
Cooper David E & Rebecca S	02-08-20-478-003.000-072	TAMARACK ADD SEC E LOT 119 EX S 6 FT	4720 Ottawa Dr	Fort Wayne	IN	46835	$0.00	$0.00
Carpenter Tom K & Roxanna	02-08-20-478-004.000-072	TAMARACK ADD SEC E LOT 118 & S 6 FT LOT 119	4716 Ottawa Dr	Fort Wayne	IN	46835	$0.00	$0.00
Wheeler Walter D Jr & Donna Jean	02-08-20-478-008.000-072	TAMARACK ADD SEC E LOT 114	4530 Albert Dr	Fort Wayne	IN	46835	$0.00	$0.00
Hinrichsen Landen A & Melanie R	02-08-20-478-026.000-072	TAMARACK ADD SEC A LOT 31	4635 Innsbruck Dr	Fort Wayne	IN	46835	$0.00	$0.00
Olinger Stephen D & Carol S	02-08-20-478-027.000-072	TAMARACK ADD SEC A LOT 32	4627 Innsbruck Dr	Fort Wayne	IN	46835	$0.00	$0.00
Barnes Jon P	02-08-20-478-025.000-072	TAMARACK ADD SEC A LOT 30	4643 Innsbruck Dr	Fort Wayne	IN	46835	$0.00	$0.00
Vaughn Kenneth F Jr & Sarah A	02-08-20-478-007.000-072	TAMARACK ADD SEC E LOT 115	4704 Ottawa Dr	Fort Wayne	IN	46835	$0.00	$0.00
Forthofer Emma Joene	02-08-20-426-010.000-072	TAMARACK SEC B LOT 47	4615 Tamarack Dr	Fort Wayne	IN	46835	$0.00	$0.00
Geiselman Max E & Nancy L	02-08-20-431-007.000-072	TAMARACK ADD SEC E LOT 124	4814 Ottawa Dr	Fort Wayne	IN	46835	$0.00	$0.00
Brazel Joseph A & Tonya K	02-08-20-478-022.000-072	TAMARACK ADD SEC A LOT 27	4719 Innsbruck Dr	Fort Wayne	IN	46835	$0.00	$0.00
Hamm Sidney D & Donna H	02-08-20-478-002.000-072	TAMARACK ADD SEC E LOT 120	4724 Ottawa Dr	Fort Wayne	IN	46835	$0.00	$0.00
Rodenbeck Edith F Knake & L Dean	02-08-20-478-001.000-072	TAMARACK ADD SEC E LOT 121	4728 Ottawa Dr	Fort Wayne	IN	46835	$0.00	$0.00
Pawloski Timothy V	02-08-20-431-009.000-072	TAMARACK ADD SEC E LOT 122	4732 Ottawa Dr	Fort Wayne	IN	46835	$0.00	$0.00
Lahr Lawrence & Stephanie	02-08-20-431-014.000-072	TAMARACK ADD SEC A LOT 24	4743 Innsbruck Dr	Fort Wayne	IN	46835	$0.00	$0.00
Tieman Gary N	02-08-20-478-024.000-072	TAMARACK ADD SEC A LOT 29	4705 Innsbruck Dr	Fort Wayne	IN	46835	$0.00	$0.00
McCoy C Thomas & Conie S	02-08-20-478-005.000-072	TAMARACK ADD SEC E LOT 117	4712 Ottawa Dr	Fort Wayne	IN	46835	$0.00	$0.00
Ansberry Gary S & Patricia S	02-08-20-478-023.000-072	TAMARACK ADD SEC A LOT 28	4711 Innsbruck Dr	Fort Wayne	IN	46835	$0.00	$0.00
Lepsch Brian Paul & Maryjean L	02-08-20-431-012.000-072	TAMARACK ADD SEC A LOT 22	4811 Innsbruck Dr	Fort Wayne	IN	46835	$0.00	$0.00
Dean David A II	02-08-20-431-008.000-072	TAMARACK ADD SEC E LOT 123	4808 Ottawa Dr	Fort Wayne	IN	46835	$0.00	$0.00
Bryie Gary L & Jo Ann E	02-08-20-431-006.000-072	TAMARACK ADD SEC E LOT 125	4818 Ottawa Dr	Fort Wayne	IN	46835	$0.00	$0.00
Brown Chris A & Christine J	02-08-20-478-020.000-072	TAMARACK ADD SEC A LOT 25	4735 Innsbruck Dr	Fort Wayne	IN	46835	$0.00	$0.00
Mort Harry T & Phyllis J	02-08-20-431-011.000-072	TAMARACK ADD SEC A LOT 21	4819 Innsbruck Dr	Fort Wayne	IN	46835	$0.00	$0.00
Miller Melissa M	02-08-20-431-010.000-072	TAMARACK ADD SEC A LOT 20	4827 Innsbruck Dr	Fort Wayne	IN	46835	$0.00	$0.00
Black John J	02-08-20-431-005.000-072	TAMARACK ADD SEC E LOT 126	4824 Ottawa Dr	Fort Wayne	IN	46835	$0.00	$0.00
Fowler Lawrence R	02-08-20-431-002.000-072	TAMARACK SEC B LOT 83	4616 Tamarack Dr	Fort Wayne	IN	46835	$0.00	$0.00
Witcher Charles R & Doris L L/Est & Revocable Trust Trs	02-08-20-431-003.000-072	TAMARACK ADD SEC A LOT 18	4626 Tamarack Dr	Fort Wayne	IN	46835	$0.00	$0.00
Bravo Andrew A	02-08-20-426-006.000-072	TAMARACK ADD SEC A LOT 13	4935 Innsbruck Dr	Fort Wayne	IN	46835	$0.00	$0.00
Kelly Nick	02-08-20-426-005.000-072	TAMARACK ADD SEC A LOT 12	5005 Innsbruck Dr	Fort Wayne	IN	46835	$0.00	$0.00
Davenport Russell L	02-08-20-426-007.000-072	TAMARACK ADD SEC A LOT 14	4925 Innsbruck Dr	Fort Wayne	IN	46835	$0.00	$0.00
Heimann Daniel J & Cheri L	02-08-20-426-008.000-072	TAMARACK ADD SEC A LOT 14	4915 Innsbruck Dr	Fort Wayne	IN	46835	$0.00	$0.00
Fort Wayne Community Schools	02-08-20-426-001.000-072	N 11.60 A MID PT SE 1/4 N & W OF TAMARACK ADD SEC 20	4501 Thorngate Dr	Fort Wayne	IN	46835	$0.00	$0.00
Reynolds Lawrence A & Bonnie Claire	02-08-20-426-004.000-072	TAMARACK ADD SEC A LOT 11	5015 Innsbruck Dr	Fort Wayne	IN	46835	$0.00	$0.00
Menorath Judy & Aaron	02-08-20-426-002.000-072	TAMARACK ADD SEC A LOT 10	5025 Innsbruck Dr	Fort Wayne	IN	46835	$0.00	$0.00
Greene Dawn	02-08-20-478-006.000-072	TAMARACK ADD SEC E LOT 116	4708 Ottawa Dr	Fort Wayne	IN	46835	$0.00	$0.00
Grace Brethren Church Of Allen Co Inc	02-08-20-478-019.000-072	E2A OF W8A OF S660FT, E1/2 SE1/4 EX PT TO STATE SEC 20	4545 Stellhorn Rd	Fort Wayne	IN	46815	$0.00	$0.00
Cook Richard C Jr & Regina	02-08-20-478-009.000-072	TAMARACK ADD SEC E LOT 113	4522 Albert Dr	Fort Wayne	IN	46835	$0.00	$0.00
Hudelson Richard L	02-08-20-426-011.000-072	TAMARACK ADD SEC A LOT 17	4625 Tamarack Dr	Fort Wayne	IN	46835	$0.00	$0.00
Pierce Joel B & Lauran Ann	02-08-20-478-021.000-072	TAMARACK ADD SEC A LOT 26	4727 Innsbruck Dr	Fort Wayne	IN	46835	$0.00	$0.00
Reilly John J III	02-08-20-431-013.000-072	TAMARACK ADD SEC A LOT 23	4805 Innsbruck Dr	Fort Wayne	IN	46835	$0.00	$0.00

Attachment B

Schedule of Damages

OwnerName	PIN	Legal	PropertyAddress	City	State	Zip	Damages
Cooper David E & Rebecca S	02-08-20-478-003.000-072	TAMARACK ADD SEC E LOT 119 EX S 6 FT	4720 Ottawa Dr	Fort Wayne	IN	46835	$0.00
Carpenter Tom K & Roxanna	02-08-20-478-004.000-072	TAMARACK ADD SEC E LOT 118 & S 6 FT LOT 119	4716 Ottawa Dr	Fort Wayne	IN	46835	$0.00
Wheeler Walter D Jr & Donna Jean	02-08-20-478-008.000-072	TAMARACK ADD SEC E LOT 114	4530 Albert Dr	Fort Wayne	IN	46835	$0.00
Hinrichsen Landen A & Melanie R	02-08-20-478-026.000-072	TAMARACK ADD SEC A LOT 31	4635 Innsbruck Dr	Fort Wayne	IN	46835	$0.00
Olinger Stephen D & Carol S	02-08-20-478-027.000-072	TAMARACK ADD SEC A LOT 32	4627 Innsbruck Dr	Fort Wayne	IN	46835	$0.00
Barnes Jon P	02-08-20-478-025.000-072	TAMARACK ADD SEC A LOT 30	4643 Innsbruck Dr	Fort Wayne	IN	46835	$0.00
Vaughn Kenneth F Jr & Sarah A	02-08-20-478-007.000-072	TAMARACK ADD SEC E LOT 115	4704 Ottawa Dr	Fort Wayne	IN	46835	$0.00
Forthofer Emma Joene	02-08-20-426-010.000-072	TAMARACK SEC B LOT 47	4615 Tamarack Dr	Fort Wayne	IN	46835	$0.00
Geiselman Max E & Nancy L	02-08-20-431-007.000-072	TAMARACK ADD SEC E LOT 124	4814 Ottawa Dr	Fort Wayne	IN	46835	$0.00
Brazel Joseph A & Tonya K	02-08-20-478-022.000-072	TAMARACK ADD SEC A LOT 27	4719 Innsbruck Dr	Fort Wayne	IN	46835	$0.00
Hamm Sidney D & Donna H	02-08-20-478-002.000-072	TAMARACK ADD SEC E LOT 120	4724 Ottawa Dr	Fort Wayne	IN	46835	$0.00
Rodenbeck Edith F Knake & L Dean	02-08-20-478-001.000-072	TAMARACK ADD SEC E LOT 121	4728 Ottawa Dr	Fort Wayne	IN	46835	$0.00
Pawloski Timothy V	02-08-20-431-009.000-072	TAMARACK ADD SEC E LOT 122	4732 Ottawa Dr	Fort Wayne	IN	46835	$0.00
Lahr Lawrence & Stephanie	02-08-20-431-014.000-072	TAMARACK ADD SEC A LOT 24	4743 Innsbruck Dr	Fort Wayne	IN	46835	$0.00
Tieman Gary N	02-08-20-478-024.000-072	TAMARACK ADD SEC A LOT 29	4705 Innsbruck Dr	Fort Wayne	IN	46835	$0.00
McCoy C Thomas & Conie S	02-08-20-478-005.000-072	TAMARACK ADD SEC E LOT 117	4712 Ottawa Dr	Fort Wayne	IN	46835	$0.00
Ansberry Gary S & Patricia S	02-08-20-478-023.000-072	TAMARACK ADD SEC A LOT 28	4711 Innsbruck Dr	Fort Wayne	IN	46835	$0.00
Lepsch Brian Paul & Maryjean L	02-08-20-431-012.000-072	TAMARACK ADD SEC A LOT 22	4811 Innsbruck Dr	Fort Wayne	IN	46835	$0.00
Dean David A II	02-08-20-431-008.000-072	TAMARACK ADD SEC E LOT 123	4808 Ottawa Dr	Fort Wayne	IN	46835	$0.00
Bryie Gary L & Jo Ann E	02-08-20-431-006.000-072	TAMARACK ADD SEC E LOT 125	4818 Ottawa Dr	Fort Wayne	IN	46835	$0.00
Brown Chris A & Christine J	02-08-20-478-020.000-072	TAMARACK ADD SEC A LOT 25	4735 Innsbruck Dr	Fort Wayne	IN	46835	$0.00
Mort Harry T & Phyllis J	02-08-20-431-011.000-072	TAMARACK ADD SEC A LOT 21	4819 Innsbruck Dr	Fort Wayne	IN	46835	$0.00
Miller Melissa M	02-08-20-431-010.000-072	TAMARACK ADD SEC A LOT 20	4827 Innsbruck Dr	Fort Wayne	IN	46835	$0.00
Black John J	02-08-20-431-005.000-072	TAMARACK ADD SEC E LOT 126	4824 Ottawa Dr	Fort Wayne	IN	46835	$0.00
Fowler Lawrence R	02-08-20-431-002.000-072	TAMARACK SEC B LOT 83	4616 Tamarack Dr	Fort Wayne	IN	46835	$0.00
Witcher Charles R & Doris L L/Est & Revocable Trust Trs	02-08-20-431-003.000-072	TAMARACK ADD SEC A LOT 18	4626 Tamarack Dr	Fort Wayne	IN	46835	$0.00
Bravo Andrew A	02-08-20-426-006.000-072	TAMARACK ADD SEC A LOT 13	4935 Innsbruck Dr	Fort Wayne	IN	46835	$0.00
Kelly Nick	02-08-20-426-005.000-072	TAMARACK ADD SEC A LOT 12	5005 Innsbruck Dr	Fort Wayne	IN	46835	$0.00
Davenport Russell L	02-08-20-426-007.000-072	TAMARACK ADD SEC A LOT 14	4925 Innsbruck Dr	Fort Wayne	IN	46835	$0.00
Heimann Daniel J & Cheri L	02-08-20-426-008.000-072	TAMARACK ADD SEC A LOT 14	4915 Innsbruck Dr	Fort Wayne	IN	46835	$0.00
Fort Wayne Community Schools	02-08-20-426-001.000-072	N 11.60 A MID PT SE 1/4 N & W OF TAMARACK ADD SEC 20	4501 Thorngate Dr	Fort Wayne	IN	46835	$0.00
Reynolds Lawrence A & Bonnie Claire	02-08-20-426-004.000-072	TAMARACK ADD SEC A LOT 11	5015 Innsbruck Dr	Fort Wayne	IN	46835	$0.00
Menorath Judy & Aaron	02-08-20-426-002.000-072	TAMARACK ADD SEC A LOT 10	5025 Innsbruck Dr	Fort Wayne	IN	46835	$0.00
Greene Dawn	02-08-20-478-006.000-072	TAMARACK ADD SEC E LOT 116	4708 Ottawa Dr	Fort Wayne	IN	46835	$0.00
Grace Brethren Church Of Allen Co Inc	02-08-20-478-019.000-072	E2A OF W8A OF S660FT, E1/2 SE1/4 EX PT TO STATE SEC 20	4545 Stellhorn Rd	Fort Wayne	IN	46815	$0.00
Cook Richard C Jr & Regina	02-08-20-478-009.000-072	TAMARACK ADD SEC E LOT 113	4522 Albert Dr	Fort Wayne	IN	46835	$0.00
Hudelson Richard L	02-08-20-426-011.000-072	TAMARACK ADD SEC A LOT 17	4625 Tamarack Dr	Fort Wayne	IN	46835	$0.00
Pierce Joel B & Lauran Ann	02-08-20-478-021.000-072	TAMARACK ADD SEC A LOT 26	4727 Innsbruck Dr	Fort Wayne	IN	46835	$0.00
Reilly John J III	02-08-20-431-013.000-072	TAMARACK ADD SEC A LOT 23	4805 Innsbruck Dr	Fort Wayne	IN	46835	$0.00

MAPLECREST: LAKE TO MAUMEE RIVER WATER MAIN EXTENSION
RESOLUTION NO. 66589

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Approximately 2,000 linear feet of water main extension is to be installed along Maplecrest road and in City Utilities Biosolids Facility property.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **Maplecrest: Lake to Maumee River Water Main Extension**

The water main is included in the 2017 Water Utility Master Plan and will provide looping and increased fire flows as well as hydrants important for operation and maintenance of the facility.

The main will be installed by horizontal directional drill and open cut.

The open cut section will be installed by City Utilities maintenance staff, but the rest of the work is beyond their capabilities.

Fox Contractors Corp is the contractor hired by City Utilities for the Biosolids Processing, Handling, and Marketing operations assistance contract executed February 6, 2018. In that contract are unit price rates City Utilities will use for this work.

Declares that in evaluating doing this with Fox Contractors Corp., in partnership with City Utilities, this will result in a lower cost than would occur if outsourcing to contractors.

Declares the cost of the said improvements shall be paid by the funds from Fort Wayne Water Utility (Revenue).

Declares that this project is of public utility benefit.

Declares the engineer's estimate of the project's total cost is $267,000.00. Fox Contractors Corp's portion of the work is estimated at $109,000.00. The City's portion of the work is estimated at $158,000.00

APPROVED THIS 19th DAY OF March, 2019.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk, Clerk

IMPROVEMENT RESOLUTION NO. 0297P

Ardmore Avenue Wetland Mitigation
WORK ORDER NO. 0297P

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

The construction of an 8 acres wooded wetland site meeting the requirements of the United States Army Corp of Engineers.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 19th day of March, 2019

BOARD OF PUBLIC WORKS

Shan Gunawardena, Chairman

Kumar Menon, Member

Mike Avila, Member

ATTEST: Michelle Fulk, Clerk

IMPROVEMENT RESOLUTION NO. 0173S

St. Joe Center Road Sidewalk Connection, Phase 1
WORK ORDER NO. 0173S

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Sidewalk connection on the Northside of St. Joe Center Road from Maplecrest Road to Lahmeyer Road. We will be adding some storm structures, pipe, and re grading the ditch.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 26th day of March, 2019.

BOARD OF PUBLIC WORKS

Shan Gunawardena, Chairman

Kumar Menon, Member

Mike Avila, Member

ATTEST:
Michelle Fulk, Clerk

IMPROVEMENT RESOLUTION NO. 0323A

2019 RESURFACING PACKAGE NORTHWEST
WORK ORDER NO. 0323A

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: **Street Resurfacing in Council Districts 2 & 3 by milling and resurfacing 1-3 inches of pavement, furnish and adjust castings and new pavement markings.**

District 2 (North half)

STREET	FROM	TO
St. Joe Road	Rothman	Northwest
St. Joe Road	Northwest	Rebecca
St. Joe Road	Rebecca	Catalpa
St. Joe Road	Catalpa	Rothermere
St. Joe Road	Rothermere	Renfrew
St. Joe Road	Renfrew	City Limits
Rebecca	St. Joe Road	Carnovan
Winding Way Dr.	St. Joe Road	River Ranch
Winding Way Dr.	River Ranch	No Cross Street
Winding Way Dr.	No Cross Street	No Cross Street
Winding Way Dr.	No Cross Street	Clingmans
Clingmans Trl.	Winding Way	No Cross Street
Clingmans Trl.	No Cross Street	River Bluff
River Bluff Dr.	Nature Trail	Clingmans
Meadows Park Way	Crosshill	Berryhill
Wallen Chase Run	Wallen	Snowgoose
Wallen Chase Run	Snowgoose	Goshawk
Wallen Chase Run	Goshawk	Crosier
Shearwater Pass	Island Club	Wallen
Riveroak Dr.	Clinton	No Cross Street
Riveroak Dr.	No Cross Street	Swifts Run
Jason Dr.	Nina	Reed
Nina Dr.	Jason	Furge
Furge Dr.	Nina	Reed

District 3

STREET	FROM	TO
Sherman Blvd	Loch Lomond	Villa Park
Sherman Blvd	Villa Park	Marrow
Sherman Blvd	Marrow	Louisedale
Sherman Blvd	Louisedale	Trick
Louisedale Dr.	Sherman	Beckwith
Louisedale Dr.	Beckwith	Wells
N. Wells Street	Louisedale	Lima
E. Cook Rd.	Coldwater	Cranberry

District 3

STREET	FROM	TO
Coldwater Rd.	Cook	Ridgemoor
Ridgemoor Dr.	Coldwater	Cedar Glen
Cedar Glen Dr.	Ridgemoor	Ridgemoor
Ridgemoor Dr.	Cedar Glen	Cedar Glen
Westfield Dr.	Cook	Stone Point
Westfield Dr.	Stone Point	Riley
Opportunity Dr.	Cook	Incentive
Incentive Drive	No Cross Street	Opportunity
Oak Bay Run	Northland	Silver Springs
Oak Bay Run	Silver Springs Run	Shadeland
Silver Springs Run	Oak Bay Run	Silver Springs
Shadeland Ct	Cul-De-Sac	Oak Bay Run
Innovation Blvd.	Washington Center	Innovation
Innovation Blvd.	Innovation	Ludwig
Production Road	Investment	Executive
Investment Dr.	Coliseum	No Cross Street
Investment Dr.	No Cross Street	Production
Investment Dr.	Production	Persistance
Executive Blvd.	Coliseum	Directors Row
Executive Blvd.	Directors Row	Production
Executive Blvd.	Production	Progress
W.Creek Blvd.	Contractors	Washington Center
W.Creek Blvd.	Cul-De-Sac	Contractors

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 26th day of March, 2019.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avilla, Member

ATTEST: Michelle Fulk, Clerk

IMPROVEMENT RESOLUTION NO. 0324A

2019 - Surface Milling for Street Department
WORK ORDER NO. 0324A

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:
Various asphalt streets in all six districts by milling 1.5" of the existing surface to prepare the street to accept new asphalt by the City of Fort Wayne Street Dept.
District 1:
Trier Rd from Maplecrest Rd. to 675' east of Maplecrest Rd.
Maplecrest Rd. from St. Joe Center Rd. to Evard Rd.
District 2:
Wallen Rd. from 275' west of Wallen Chase to 745' west of Shearwater Pass
District 3:
State St. from Tyler Ave. to Sherman Blvd
Wells St. from Mildred Ave. to Wallywood Ave.
Wells St. from Franke Park Dr. to Louisedale Dr.
District 4:
Bluffton Rd. from Engle Rd. to Old Trail Rd.
District 5:
State St. from Sherman Blvd to Wells St.
Wells St. from Archer Ave. to Mildred Ave.
District 6:
South Hanna St. from Oxford St. to Creighton Ave.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 26th day of March, 2019.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:
Michelle Fulk, Clerk

IMPROVEMENT RESOLUTION NO. 0333D

Alley (R00180) East-West: Lynn Ave, Dodge Ave, Rolston St, Beacon St
WORK ORDER NO. 0333D

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

East - West Alley between Lynn Ave and Dodge Ave from Rolston St to Beacon St by removal and reconstruction of the existing concrete alley.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 26 day of March, 20 19.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk, Clerk

Stanford Avenue Storm Improvements
RESOLUTION NO. 83564

RESOLUTION BY THE BOARD OF STORMWATER MANAGEMENT of the City of Fort Wayne, Indiana that:

The project consists of installing approximately 270 LF of 12" HDPE storm sewer, 6 drainage structures, 1 metal end section, removal of existing pipes and structures, and replacement of drive and sidewalk approaches.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **Stanford Avenue Storm Improvements.**

Declares the cost of the said improvements shall be paid by the funds from public funds from the Fort Wayne Storm Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $87,560.

APPROVED THIS 26th DAY OF March, 2019.

BOARD OF STORMWATER MANAGEMENT

BY: _____
Matthew A. Wirtz, Chair

BY: _____
Shan Gunawardena, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk, Clerk

MISCELLANEOUS RESOLUTION NO. 106-3-26-19-1

RESOLUTION: ACCEPTANCE OF PRELIMINARY ENGINEERING REPORT

WHEREAS, the Board of Public Works of the City of Fort Wayne, Allen County, Indiana, has caused a Preliminary Engineering Report, PER, dated **February 2019**, to be prepared by the consulting firm of HomeTown Engineering, LLC; and

WHEREAS, said PER and subsequent revisions have been presented to the public at a public hearing held on **March 26, 2019**, in the Council Chambers, Room 035, Citizens Square, 200 East Main Street, Fort Wayne, Indiana, for public comment; and

WHEREAS, the Board of Public Works finds that there was not sufficient evidence presented in objection to the recommended projects in the PER.

NOW, THEREFORE BE IT RESOLVED THAT:

1. The City of Fort Wayne PER dated **February 2019** be approved and adopted by the Board of Public Works; and

2. Said PER be submitted to the State Revolving Fund Loan Program for review and approval.

PASSED AND ADOPTED by the City of Fort Wayne's Board of Public Works this **26th day of March, 2019**, after the Public Hearing.

FORT WAYNE BOARD OF PUBLIC WORKS
BY AND THROUGH ITS BOARD MEMBERS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk, Clerk

APPROVAL OF SALE OFSURPLUS LAND
LOCATED AT 6050 STATE ROAD 930 W
RESOLUTION NO. 106-3-26-19-2

WHEREAS, on January 19, 2019, the Board of Public Works of the City of Fort Wayne approved Resolution No. 106-1-15-19-2, stating its intent to dispose of a certain real property located at 6050 State Road 930 W in Fort Wayne, Indiana (the "Property") as a surplus asset;

WHEREAS, having published notice and received bids pursuant to Indiana Code section 36-1-11-5;

WHEREAS, the sole bidder on the Property having entered into a purchase agreement to purchase the property for $6,300.00, a true and correct copy of which agreement is attached hereto as Exhibit "1" and incorporated herein by this reference;

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF FORT WAYNE, INDIANA BOARD OF PUBLIC WORKS AS FOLLOWS:

The Board hereby approves the offer submitted by Joe Klinker ("Buyer") to purchase the Property from the City of Fort Wayne ("Seller") for the purchase price of $6,300.00, on the terms of the purchase agreement attached as Exhibit 1.

(Remainder of the page intentionally left blank—signature page to follow.)

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____ 3.26.19
Michelle Fulk, Clerk

Prepared by: Seth Weinglass, City of Fort Wayne, Program Manager, Capital Project Services

ACKNOWLEDGEMENT

STATE OF INDIANA)
) **SS**
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State personally appeared Shan Gunawardena, Kumar Menon, and Mike Avila, as Members of the Board of Public Works of the City of Fort Wayne, and Michelle Fulk, Clerk, and acknowledged the execution of the foregoing contract as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 26th day of March, 2019.

_____
Notary Public

My Commission Expires:

MICHELLE R NELSON
Notary Public - Seal
State of Indiana
Allen County
My Commission Expires Nov 6, 2022

Resident of Allen County

MICHELLE R. NELSON
Printed Name of Notary

Exhibit 1

REAL PROPERTY PURCHASE AGREEMENT

Fort Wayne City Utilities

The **City of Fort Wayne** ("**Seller**") agrees to **sell** the fee simple title to **all of** the following Real Property ("Property") for the consideration stated below subject to the conditions, requirements, and stipulations described in the following Purchase Agreement.

CONTACT INFORMATION and LOCATION OF PROPERTY

Buyer's Name: Joe Klinker
Primary Telephone: 260-749-9900
E-mail: www.trucksnmoreftwayne.com

Mailing Address: 6020 Hwy 930 E
City/Town: Fort Wayne, State: IN (Zip Code): 46803

Property Address: 6050 State Road 930 W
City/Town: Fort Wayne, Indiana (Zip Code): 46803

Latest Deed of Record:
Deed Book 595, page(s) 372-373

Non-Platted Parcel:
Tax ID Number: 02-13-09-426-005.000-041

Abbreviated Legal Description from Tax Records:
Section: 9 - Township: 30 North - Range: 13 East, 2nd Principal Meridian

Land area of total parcel: 0.362 acres

PURCHASE PRICE

The **City** agrees to **accept from the Buyer** the total purchase amount of **$6,300.00** (**Six Thousand Three Hundred Dollars and Zero Cents**) for the Property which includes the entire parcel of land and the decommissioned water pump station facility and all other structures, fixtures, equipment and other improvements located on the property.

EXPIRATION OF OFFER

This Purchase Agreement shall be returned to the **City** no later than **12 noon,** on **March 29, 2019**, otherwise this Purchase Agreement shall be null and void and both parties shall be released from the transaction.

APPROVALS BY BOARD OF PUBLIC WORKS and COMMON COUNCIL

This transaction is subject to approval by the Board of Public Works of the City of Fort Wayne, Indiana. In the event that the Board does not approve this transaction, the transaction shall be terminated and both parties shall be released from this Purchase Agreement.

CLOSING

Closing Date:

The closing date for this transaction shall be on or before **June 28, 2019**, or this Agreement shall terminate unless an extension of time is mutually agreed to in writing. Any change in the closing date shall be agreed to in writing by both parties.

Location of Closing:
TBD

Closing Fees:
All fees charged by the closing agent, including document preparation and recording fees shall be **Shared Equally.**

METHOD OF PAYMENT
The entire amount shall be paid in **cash**.

Both parties agree that all funds delivered to the closing agent's escrow account shall be such that the closing agent shall be able to distribute all funds in accordance with I.C. 27-07-3.7-1 through 27-07-3.7-1-10, inclusive. Furthermore, all funds sent from one source, when the amount is **$10,000.00** or greater, shall be sent in the form of an irrevocable wire transfer to the escrow account of the closing agent, and all funds under **$10,000.00** from one source shall be guaranteed to be "Good Funds" as defined by the aforesaid Indiana Code.

POSSESSION
Possession of the Property shall be given to the Buyer at closing.

PROPERTY MAINTENANCE
Since the **Buyer** intends to demolish the building(s) on the Property, the **Seller** is not required to maintain the building(s), except to the extent required to maintain the building(s) for the health and safety of any occupants up to the time of possession by the **Buyer**.

AS-IS CONDITION
The Real Estate, its improvements, fixtures and utility systems, and any personal property included in this sale are being sold "AS-IS," "WHERE-IS," and "WITH ALL FAULTS," without warranty of any kind from Seller, either express or implied.

BOUNDARY SURVEY
Any survey shall be paid for by the **Buyer**.

FLOOD HAZARD AREA
The **Buyer** **may not** cancel this Purchase Agreement if the Property is located in a flood hazard zone.

OTHER USE LIMITATIONS
The **Buyer** **may not** terminate this Agreement if the Property is subject to building or use limitations defined by local zoning ordinances which materially affect the **Buyer's** intended use of the Property.

INSPECTIONS
The **Buyer** acknowledges that it has the right to obtain independent inspections disclosing the condition of the Property, including any buildings, and has been given the opportunity to order those inspections as a part of its due diligence efforts prior to concluding the transaction.

The **Buyer** **reserves its right** to conduct independent inspections. All inspections are at the **Buyer's** expense and shall be performed by licensed independent inspectors or qualified independent contractors that shall be chosen by the **Buyer**, and paid for their services by the **Buyer**.

The **Seller** shall make arrangements so that all areas of the Property, including any buildings, are open and accessible for inspection.

Inspections and Response Periods:

All inspections that Buyer intends to undertake shall be ordered by the **Buyer** immediately following the execution of this document. In the event that the presence of a defect is revealed, **Buyer** shall have **10** calendar days to respond to **Seller** in writing with regard to any such inspection, following which Buyer shall have **10** calendar days to request, obtain, and respond to **Seller** in writing with regard to any supplementary reports.

If the Buyer does not respond in writing to Seller within the above time periods with regard to a problem revealed in a report, or timely request a reasonable extension of time in writing, then the Property shall be deemed to be acceptable. Should either party fail to respond to an inspection response from the other within five calendar days, or timely request a reasonable extension of time in writing, then that inspection response is deemed accepted. Making a timely written request for an extension of time does not constitute acceptance of an inspection response, whether or not the request is granted.

In the event that Buyer reasonably believes that an inspection has revealed a defect with the Property, not disclosed by Seller prior to entering into this Purchase Agreement (and excluding routine maintenance and minor repair items), and the Seller fails to remedy the defect to the Buyer's reasonable satisfaction before closing, then Buyer may terminate this Purchase Agreement. Alternatively, Buyer may waive the right to have the defect cured prior to closing, or Buyer and Seller may agree to have the defect remedied following closing.

(Under Indiana law, a "defect" means a condition that would have a significant adverse effect on the value of the Property, that would significantly impair the health or safety of future occupants of the Property, or that if not repaired, removed, or replaced, would significantly shorten or adversely affect the expected normal life of the premises.)

Since Buyer intends to demolish the building(s) on the Property, Buyer stipulates that the condition of such building(s) shall not constitute a defect that would significantly impair the health or safety of future occupants of the Property, or that if not repaired, removed, or replaced, would significantly shorten or adversely affect the expected normal life of the premises.

DISCLOSURES

The "Residential Real Estate Sales Disclosure" form is **Not Applicable.**

The "Lead-Based Paint Certification and Acknowledgment" form is **Not Applicable.**

TITLE WORK and DEED

Before closing, the **Buyer** shall be furnished with a title insurance commitment using the most current and comprehensive ALTA Owner's Title Insurance Policy available in an amount equal to the purchase price. In order to proceed with the transaction, the **Seller** shall have marketable title to the Real Property in the **Seller's** name. The **Seller** shall convey the fee simple title to the Property free and clear of any encumbrances and title defects, with the exception of any restrictions or easements of record not substantially interfering with the **Buyer's** planned use of the Property.

Title Insurance Fees:

The premium for the title insurance policy and all fees charged to prepare an Owner's Title Insurance Policy shall be s**hared equally.**

The costs to resolve any title issues affecting the Property so that marketable title can be conveyed shall be **shared equally**.

Type of Deed:

The conveyance of the Property shall be accomplished with a Warranty Deed, subject to easements, restrictive covenants, other encumbrances of record, and taxes.

REAL PROPERTY TAXES

All real property taxes that have been assessed for any prior calendar year that have not been paid shall be paid by the **Seller**. Real property taxes that have been assessed for the present year, that are due and payable in the year after closing, shall also be paid by the **Seller** prorated up to the day immediately prior to the closing date.

For the purpose of determining the amount to be credited for accrued but unpaid taxes, the taxes shall be assumed to be the same as the most recent year for which taxes were billed based upon the certified tax rates. This settlement shall be final.

PRORATIONS for PUBLIC UTILITIES and SPECIAL ASSESSMENTS

Utilities and Garbage Services:

The **Seller** shall pay for all public utility and garbage service charges up to the last day of possession.

Shutting Off Utilities for Buildings to be Demolished:

The **Seller** shall cancel the accounts for all public utilities and garbage services no later than the last day of possession, and shall have the utilities shut off by the appropriate utility.

Special Assessments for Public Improvements:

The **Seller** shall pay any special assessments assessed against the Property for public improvements previously made by a governmental unit that benefit the Property. The **Seller** certifies that it has no knowledge of any proposed improvements which may result in assessments. Assessments for public improvements that will benefit the Property that are not completed as of the closing date, but will result in an assessment against the Property shall be paid by the **Buyer**.

LEGAL JURISDICTION

This Purchase Agreement shall be interpreted under and according to the laws of the State of Indiana and shall be binding upon the **Buyer** and **Seller**, their respective heirs, successors, assigns administrators, executors, and legal representatives. All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the Property.

LEGAL FEES

A party to this Purchase Agreement who prevails in any legal proceeding against any other party brought in regard to this Purchase Agreement or associated transaction shall be allowed to recover court costs and reasonable attorney's fees from the other party, to the extent permitted by law.

SAVINGS CLAUSE

If any provision contained in this Agreement is found to be illegal or unenforceable in any respect, that determination shall not affect any other provision of this Purchase Agreement.

OTHER STIPULATIONS

A. All funds payable in this transaction shall be paid at the closing.
B. This Agreement constitutes the only agreement between the parties, supersedes any prior arrangements, understandings, or written or oral agreements between the parties with regard to this transaction, and cannot be changed without the written consent of each party.
C. **Buyer** and **Seller** each respectively certify that they are not a "Foreign Person" (pertains to an individual entity) and, therefore, are not subject to the "Foreign Investment in Real Property Tax Act."
D. **Seller** discloses that it does not hold an Indiana Real Estate License.
E. The **Buyer** discloses that it holds Indiana Real Estate License #_____.

This Purchase Agreement may be executed concurrently in two or more counterparts, each of which shall be considered as an original document, but all of which altogether shall be one and the same document. The parties stipulate that this Purchase Agreement may be transmitted between them by U.S. Postal Service, other service such as FedEx, courier, facsimile, or e-mail. The parties acknowledge that digitally or electronically transmitted signatures shall be considered as original signatures and are binding on the parties. The City shall keep possession of the original of the Purchase Agreement.

By signing below, the parties to this transaction acknowledge receipt of a copy of this Purchase Agreement, and agree to the conditions, requirements, and stipulations as stated.

BUYER'S SIGNATURE:

Date: March 1, 2019

Seth Weinglass, Program Manager, Capital Project Services, Fort Wayne City Utilities
Telephone: 260-427-1330 Fax: 260-427-2540 E-mail: seth.weinglass@cityoffortwayne.org

SELLER APPROVAL and SIGNATURE(S):

This Purchase Agreement is ✓ **ACCEPTED** ____ **REJECTED.**

Joe Klinker Date: 3-11-19

Signature **Printed Name**

EMERGENCY RESOLUTION NUMBER #106-3-26-19-3
CLINTON AND EDGEWOOD WATER MAIN REPLACEMENT EMERGENCY WORK

WHEREAS, Clinton and Edgewood area is one of the 25 areas identified for water main replacement in our capital plan, has outlived its useful life, and is ready for replacement, and;

WHEREAS, INDOT is resurfacing in this area which cannot be delayed, and;

WHEREAS, the work is required for public safety, and;

WHEREAS, the work includes the installation of approximately 620 lineal feet of 6 inch water main, 2,100 lineal feet of 8 inch water main, and;

WHEREAS, the main is to be installed by horizontal directional drill, will require a significant number of roadway cuts to perform, and;

WHEREAS, the water main should be installed before the street is resurfaced, and;

WHEREAS, the work is beyond the capability of the Water Maintenance Department to perform, and;

WHEREAS, Contractors will be invited to submit quotes on the work, and;

WHEREAS, the cost of said work could exceed Twenty Five Thousand Dollars and Zero Cents, ($25,000.00).

NOW, THEREFORE, the Board of Public Works hereby declares an emergency exists for said water work and orders the Purchasing Department to issue an **EMERGENCY PURCHASE ORDER TO THE CONTRACTOR CHOSEN FOR SAID WORK.**

APPROVED this 26th day of March ,2019.

BOARD OF PUBLIC WORKS

By _____
Shan Gunawardena, Chair

By _____
Kumar Menon, Member

By _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk, Clerk

IMPROVEMENT RESOLUTION NO. #0020C

HILLSBORO ADDITION CONCRETE STREET REPAIRS
WORK ORDER NO. #0020C

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Hillsboro Addition by reconstructing concrete streets, curb ramps, adding sub-surface drainage and restoration.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 2nd day of April, 20 19.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0301A

HARRIS ROAD WIDENING
WORK ORDER NO. 0301A

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Harris Road by widening to accommodate a dedicated left turn lane and two through lanes, concrete curb construction, milling, resurfacing, and pavement markings.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 2nd day of April, 2019.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0313D

Alley R01767/R01768 North-South/ East-West: Rudisill Blvd, Baxter St, Smith St, Oliver St
WORK ORDER NO. 0313D

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Removal of existing alleyway, construct new concrete alleyway, concrete alley approaches, concrete sidewalk, concrete curb, replacement of castings, clearing of the right of way, and restoration of disturbed areas.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 2nd day of April, 2019.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0338C

Greater McMillen Park Concrete Street Repairs - Phase 2
WORK ORDER NO. 0338C

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Abbott Street from Oxford Street to Manford Street by replacing existing concrete street including curb and gutter, adding perforated underdrain for subsurface drainage, replacing sidewalk, adding new sidewalk where it does not currently exist, installing ADA ramps. Two existing storm inlets will be replaced, replacement of existing castings and restoration of disturbed areas.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 2nd day of April, 2019.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0362N

SUMMIT PARK TRAIL, PHASE 1C
WORK ORDER NO. 0362N

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: the former Grand Rapids – Indiana Railroad Corridor from Washington Center Road to Ludwig Road by constructing a 10 foot wide asphalt trail. The project includes park benches, a pervious pavement parking lot/trailhead and landscaping at the trailhead.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid by the City of Fort Wayne Redevelopment Commission with TIF funds from the Summit Park Urban Renewal Area and with EPA funds to make the parking lot pervious.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

Adopted this 2nd day of April, 2019.

BOARD OF PUBLIC WORKS

Shan Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST: Michelle Fulk-Vondran, Clerk

West Side Tank Painting
RESOLUTION NO. 66366

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Includes painting the interior and exterior surfaces of the elevated water tower, structure upgrades and installation of a mechanical tank mixer.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, "West Side Tank Painting.

Declares the cost of the said improvements shall be paid by the funds from Fort Wayne Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associate with this project.

Declares the engineer's estimate of the project's total cost is $611,500.00.

APPROVED THIS 2nd DAY OF April, 2019

BOARD OF PUBLIC WORKS

Shan Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Date: 4-2-19

IMPROVEMENT RESOLUTION NO. 0310A

2019 Resurfacing Package Southwest
WORK ORDER NO. 0310A

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Resurfacing of streets in Council Districts 4 & 5 by milling and resurfacing 1-3", asphalt patching as necessary, furnishing and adjusting new castings, adjusting existing castings, and placement of new pavement markings.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 9th day of April, 2019.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

Orthophosphate Feed Improvements
RESOLUTION NO. 66795

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

This project will consist of the installation of a new chemical feed system that will include two new chemical storage tanks, peristaltic metering pumps, and monitoring equipment at the Three Rivers Filtration Plant.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **Orthophosphate Feed Improvements.**

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Water Utility Revenue.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associate with this project.

Declares the engineer's estimate of the project's total cost is $646,000.00.

APPROVED THIS 9th DAY OF April, 2019.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chairman

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

8000 & 8500 Block Auburn Road Septic Elimination Project
RESOLUTION NO. 76442

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

The project consists of eliminating 3 septic systems via installing approximately 123 LF of 8" PVC pipe, 2" HDPE force main, 1 air release structure, 2 grinder pump stations and 2 manholes in the 8000 & 8500 Block of Auburn Rd.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **8000 & 8500 Block Auburn Road Septic Elimination Project.**

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Septic Elimination Relief Fund.

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares that Board of Public Works will acquire property rights described in Attachment "A" (Property Acquisition Summary Sheet)

States that there is a $2,400 cost associated with the purchase of any land associated with this project.

Declares the engineer's estimate of the project's total cost is $125,253.

APPROVED THIS 9th DAY OF April, 2019.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kuman Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Attachment "A"

Easement Acquisition Summary Sheet

Project Name: 8000 & 8500 Block Auburn Road Septic Elimination Project

PROPERTY ADDRESS AND NAME	PURCHASE TYPE	PURCHASE PRICE	STATUS
8125 Becketts Ct, Fort Wayne, IN, 46825	Easement	$0	Donated
8123 Auburn Rd, Fort Wayne, IN, 46825	Easement	$0	Donated
8459 Auburn Rd, Fort Wayne, IN, 46825	Easement	$0	Donated
8527 Auburn Rd, Fort Wayne, IN, 46825	Easement	$0	Donated
8646 Auburn Rd, Fort Wayne, IN, 46825	Easement	$2,400	Acquired

TOTAL: $2,400

Water Pollution Control Plant
Wet Weather Pump Station Coarse Screen Cleaning Improvements
RESOLUTION NO. 76547

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

This project will consist of the installation of a new coarse screen cleaning system for the Wet-Weather Pump Station at the Water Pollution Control Plant.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **Water Pollution Control Plant Wet Weather Pump Station Coarse Screen Improvements**.

Declares the cost of the said improvements shall be paid by the funds from public funds Fort Wayne Sewer Utility (State Revolving Fund).

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $587,000.00.

APPROVED THIS 9th DAY OF April, 20 19.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

A RESOLUTION approving the sale of
real estate owned by the City of Fort Wayne

Resolution # 106-4-9-19-1

WHEREAS, The City of Fort Wayne Board of Public Works is listed as the owner of property located in Fort Wayne, Indiana and more particularly described as:

Lot 39 Charles W. Scherers Add to the City of Fort Wayne, Allen County, Indiana a/k/a 2822 Pennsylvania Street

Lot 56 in Abbott's Addition to East Wayne to the City of Fort Wayne, Allen County, Indiana located in the 2400 Block of Perth Street

WHEREAS, The Board of Public Works has determined that the City of Fort Wayne has no present use for this property, and that future use by the City is unlikely.

NOW, THEREFORE, the Board of Public Works of the City of Fort Wayne, Indiana, hereby resolves to sell the above-named property, following all applicable state statutes.

Signed this 9th day of April, 2019.

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

Shan Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

Attest:
Michelle Fulk-Vondran, Clerk

CITY UTILITIES BIENNIAL ON-CALL SUBSURFACE UTILITY EXPLORATION (SUE) SERVICES

REQUIREMENTS TO PROVIDE LABOR AND EQUIPMENT FOR

SUE SERVICES TO FORT WAYNE UTILITY SYSTEMS

RESOLUTION # 106-4-9-19-2

Scope of Work:

Fort Wayne Utilities is requesting labor and equipment quotes for SUE Services in all phases of professional SUE Work, representation for the Project, providing professional SUE consultation and advice, furnishing SUE services, and other customary services incidental thereto.

It is the intent of the Utility to have a list of available contractor(s) names, emergency contact information, and equipment accessible to the Utility.

Term of the agreement: July 1, 2019 through June 30, 2021, on an "as needed" basis. This quote does not guarantee work to any contractor within the above time frame. The Utility reserves the right to award work to multiple contractors based upon the availability of the contractor(s), projected costs of the Project, and the amount and type of work that needs to be performed.

Contractor Responsibilities:

The Contractor shall provide personnel and equipment necessary a Subsurface Utility Exploration for the City Utility Projects. Services will include completing utility potholing for each Project, SUE representation for the Project, providing professional SUE consultation and advice, furnishing SUE services and other customary services. One or more pieces of fully operated equipment, as deemed necessary by the Utility, including operator, complete maintenance, insurance, fuel, and oil may be needed for the Work to be performed. Equipment shall meet all OSHA safety requirements and for necessary efficient operation, day or night, under all weather conditions as determined by Utility staffs. The Contractor shall be responsible to provide necessary traffic control, signage, barricades, etc., in compliance with City, County, and State traffic control regulations.

Each Project will have an exhibit showing the locations, as well as a table with existing utility information. These services are being provided to gain useful data to avoid potential conflicts with existing utilities during City Utilities designs. The duty of the SUE Contractor is to complete potholing on the Project at the specified locations shown in the table and on the pothole location maps (to be provided by the City for each Project). The Contractor will be required to call locates for each location. This in no way relieves the liability of the Contractor for damaging utilities and the Contractor is responsible for repairing any damaged utility. The contractor shall not commence excavation until all utilities have located their facilities.

Utilities will need to have full depth exposing, if needed, in order to determine the depth of the utility (i.e. duct banks that may have ducts stacked upon one another) or the size of the utility. Services may also include coordinating with the utility provider to establish the size and location of the utility.

The SUE Contractor shall provide a licensed surveyor to establish the horizontal and vertical coordinates of the existing utilities. These coordinates shall be required to be tied to 1983 State Plan Coordinate System, Indiana 1301, Eastern Zone and 1988 National Geodetic Vertical Datum. SUE Contractor shall provide survey data in electronic format with 8 1/2" x 11" printouts of the points, and provide Project Manager with electronic copies of field notes.

Services shall also include coordination for site restoration for each of the pothole locations. Potholes in paved areas shall be backfilled using flowable fill and shall be backfilled to the existing grade. If settlement occurs, the SUE

Contractor shall be responsible for coordinating the return to the site as soon as possible in order to address any settled areas at no additional fee. The SUE Contractor shall coordinate all restoration work with the City Utility staff coordinating the On-Call Emergency Construction Services. The SUE Contractor may invoice coordination time for restoration, but all restoration work shall be invoiced separately through the On-Call Emergency Construction Services contract. Also, the SUE Contractor shall be responsible for disposal of all excess material during potholing.

Property owner SUE notification letters will be prepared and mailed by the City if private property will need to be entered for SUE services.

Statements of Conditions

The Contractor shall furnish experienced and competent field and office staff, having sufficient knowledge of Fort Wayne Utility Standards and Specifications and relevant experience with SUE services. Supervisors/forepersons shall be able to follow verbal and/or written instruction on the type of SUE services required. Laborers shall be experienced with SUE service techniques. All personnel shall be properly licensed.

Equipment owned by the Contractor shall only be brought to site and used when necessary for the Project. Equipment and operation shall comply with all Federal, State, County, and City regulations governing such equipment and its operation. The Contractor shall not proceed with any work contrary to law. All equipment shall be in good mechanical condition when reporting for work. The Utility will not pay for any lost time due to mechanical defects or time spent performing repairs. The Contractor shall report any breakdowns to the Utility. No payment will be made for the equipment while it is off the job for servicing or repairs. The City reserves the right to inspect the equipment and if it is found to be in poor mechanical condition, the equipment will be required to be removed from the jobsite and repaired/replaced. No additional payment will be made for time or labor spent on poor mechanical equipment.

The Contractor shall indemnify and hold harmless the City of Fort Wayne, Indiana, its officers and employees, from all damages, claims, suits, and actions of any descriptions, for or resulting from injuries or damages received or sustained by any party or parties arising out of any act or failure to act, of said Contractor, or his agents, in the execution of Work under the contract. The Contractor shall be solely responsible for any and all damage to equipment while operating under this specification.

Payment will be based on the hourly rate bid for each piece of equipment under contract, including operator(s) and laborer(s) on an hourly basis. A mobilization fee may be added to Exhibit B for time spent mobilizing equipment to the jobsite. The time clock for payment for each piece of equipment shall run from the time equipment is being used at the project site until it no longer is being used on-site. Payment is subject to an inspection of the Work that has been completed. Payments will be made to the contractor within forty five (45) days following the receipt of invoice. Invoices are to be mailed directly to the Project Manager with the Utility who contracted the Work. All work must have a billable rate, including but not limited to, SUE work, traffic control, and surveying. No subcontractors shall submit for payment under this agreement. Any additional work not included in the original scope of work shall be approved by the Project Manager prior to Work being completed.

Repair Materials

All materials used will be provided at the City's expense by the Utility to the Contractor unless otherwise specified. Materials will be made available to the Contractor at the site of Work. If the City does not have the required materials to complete the Work, the Contractor can supply said material at cost plus agreed to mark-up.

Pre-Bid Meeting

A pre-bid meeting will be held to discuss project information and answer any questions at the following time and location:

Citizens Square – 200 E. Berry St, Fort Wayne, IN; Suite 250 - Room 255

April 22, 2019 – 10:00am

Award

Award of Work shall be at the sole discretion of the Utility, with consideration for the following factors being part of the determination:

1. Lowest hourly rates per unit price quote;
2. Availability when called. If contact cannot be made with the Contractor, or if Contractor does not have the necessary equipment and manpower available to perform this Work within the time requested, further calling to the Contractor for the specific job will not be mandatory;
3. Quality of equipment and efficiency of operation based on previous work observations by the Utility personnel;
4. In cases where bids are equal, the Contractors will be rotated as to call-out priority.

This agreement may be terminated in part or whole, if any work performed is not in accordance with the standards established by the Utility.

The Contractor hereby agrees that when notified by the Utility, the Contractor will supply the equipment and manpower as necessary at the price indicated on Exhibits "A, B, C, and D", attached hereto and made a part hereof.

_____

Contractor's Name

_____

Contractor's Address

_____

Contractor Name/Title (please print)

_____

Contractor's Signature

_____

Date

Document(s) required of awarded bidder:

1. Certificate of Insurance: Awarded bidders will be required to submit a Certificate of Insurance. The Certificate must list City of Fort Wayne, its Divisions and Subsidiaries as a Certificate Holder with 30-day notification of cancellation or non-renewal. Bidders are required to meet minimum Insurance Requirements according to the following schedule:
    a. *Commodities and Non-Construction Services*: Automobile Liability $1,000,000 minimum per occurrence; General Liability $1,000,000 minimum per occurrence; Aggregates $1,000,000 minimum per occurrence; Products Liability $1,000,000 minimum per occurrence; Completed Operations Liability $1,000,000 minimum per occurrence; Workmen's Compensation per statutory limits.
    b. *Construction Services*: Automobile Liability $1,000,000 minimum per occurrence; General Liability $1,000,000 minimum per occurrence and $2,000,000 in general aggregate; Products Liability $1,000,000 minimum per occurrence; Completed Operations Liability $1,000,000 minimum per occurrence; Workmen's Compensation per statutory limits.

Contractor to complete below Exhibits:

EXHIBIT A – CONTRACTOR CONTACT INFORMATION (FIRST CONTACT IN OFFICE FOR QUOTES AND IN THE FIELD DURING CONSTRUCTION)

Authorized Contact	Cell Phone	Work Phone	Email

EXHIBIT B – CONTRACTOR EQUIPMENT INFORMATION (INCLUDE SUE ITEMS, SURVEY, AND TRAFFIC CONTROL EQUIPMENT)

Equip #	Equipment	Description	Hourly Rate
	Brand Name		
	Heavy Equipment/ Truck & Vehicles		
	Equipment		
	Misc		

EXHIBIT C – MANPOWER/CREW INFORMATION (INCLUDE FIELD, OFFICE, SURVEY, AND TRAFFIC CONTROL PERSONNEL)

Note: Overtime is at 1.5 Times Normal Rate

Position	Hourly Rate

EXHIBIT D – EXPERIENCE/CERTIFICATION INFORMATION

Name	Years Experience	Certifications

APPROVED THIS 9th DAY OF April, 2019.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chairman

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____ 4.9.19
Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0312U

2019 Public Sidewalk Curb Ramp Package South
WORK ORDER NO. 0312U

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Construct concrete wing walks and ramps to ADA compliance, including new tactile warning devices. Also, upgrades to adjacent sidewalks and curb, inlet castings, and restoration. All proposed ramps will be located in the south half of the city.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 16th day of April, 2019.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran Clerk

FLUTTER ROAD: RIVER HOLLOW TO WHEELOCK WATER MAIN EXTENSION
RESOLUTION NO. 66773

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Includes the installation of approximately 4,770 feet of 12 inch water main, 140 feet of 6 inch water main, 6 fire hydrants and all appurtenances extending the City of Fort Wayne water main along Flutter Road connecting it to the water main on Wheelock Road eliminating two dead ends and creating a looped system.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **Flutter Road: River Hollow to Wheelock Water Main Extension**.

Declares the cost of the said improvements shall be paid by the funds from Fort Wayne Water Utility (Revenue).

Declares that this project is of public utility benefit.

Declares Board of Public Works has acquired the property rights described in Attachment "A" (Property Acquisition Summary Sheet).

Declares the engineer's estimate of the project's total cost is $482,000.00.

APPROVED THIS 16th DAY OF April, 2019

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

WO#666773 - Flutter Road: River Hollow to Wheelock Water Main Extension

Property Owner Information						Easment Information			
Parcel No.	Design Sheet No.	Property Owner	Property Address	Mailing Address	Source of Title: Deed Record & Page or Doc. No.	Area of Perm. Esmt. (sq.ft. or ac.)	Area of Temp. Esmt. (sq. ft. or ac.)	Remarks	Easement Doc. No. (after recording)
1	N/A	Kapocius, Bryan J	9124 Flutter Rd, Fort Wayne, IN 46835	8801 Wheelock Rd, Fort Wayne, IN 46835	2011052807	6,594 sq. ft.	0	Flutter Road WME Project	2019006576
2	N/A	Tippmann, DennisJ Jr & Tonya R	8930 & 9020 Flutter Rd, Fort Wayne, IN 46835	8930 Flutter Rd, Fort Wayne, IN 46835	990060317 & 204071400	5,765 sq. ft.	0	Flutter Road WME Project	2019000063
3	N/A	Tippmann, DennisJ Jr & Tonya R & John V jr	8926 Flutter Rd, Fort Wayne, IN 46835	8930 & 8828 Flutter Rd, Fort Wayne, IN 46835	2009054296	2,080 sq. ft.	0	Flutter Road WME Project	2019000065
4	N/A	Tippman John V jr & Kimberly	8828 Flutter Rd, Fort Wayne, IN 46835	8828 Flutter Rd, Fort Wayne, IN 46835	990060316	2,723 sq. ft.	0	Flutter Road WME Project	2019000064
5	N/A	Schlichtenmyer 2010 Revocable Trust	8736 Flutter Rd, Fort Wayne, IN 46835	8736 Flutter Rd, Fort Wayne, IN 46835	2010044503	3,500 sq. ft.	0	Flutter Road WME Project	2019000062
6	N/A	Rykard, Samual J & Synthia R	8636 Flutter Rd, Fort Wayne, IN 46835	8636 Flutter Rd, Fort Wayne, IN 46835	990009615	4,720 sq. ft.	0	Flutter Road WME Project	2018056591
7	N/A	Tippman, Thomas P II & Suzanne	8530 Flutter Rd, Fort Wayne, IN 46835	8530 Flutter Rd, Fort Wayne, IN 46835	205073122	3,390 sq. ft.	0	Flutter Road WME Project	2019004516
8	N/A	Fabini, Joanne M Revocable Living Trust	8314 & 8416 Flutter Rd, Fort Wayne, IN 46835	8416 Flutter Rd, Fort Wayne, IN 46835	2009040454 & 2014056295	6,921 sq. ft.	0	Flutter Road WME Project	2018058890
9	N/A	Viggiano, Nicholas P & Stacy N	Flutter Rd	P.O. Box 602, New Haven, IN 46774	2016068678	4,996 sq. ft.	0	Flutter Road WME Project	2019000727
10	N/A	Hartman, Steven H & Louise A	8128 Flutter Rd, Fort Wayne, IN 46835	8128 Flutter Rd, Fort Wayne, IN 46835	2015061510	2,000 sq. ft.	0	Flutter Road WME Project	2018057258
11	N/A	Buhr, Denise K	8000 & 8014 Flutter Rd, Fort Wayne, IN 46835	8014 Flutter Rd, Fort Wayne, IN 46835	2015061508 & 2015061509	4,666 sq. ft.	0	Flutter Road WME Project	2018056328

Notes: For area of easements, show in square feet for easement parcels less than one acre, and in acres for easement parcels equal to or greater than one acre.

Plymouth Road Drainage Improvements
RESOLUTION NO. 83605

RESOLUTION BY THE BOARD OF STORMWATER MANAGEMENT of the City of Fort Wayne, Indiana that:

Orders the installation of approximately 3,000 LF of storm sewer, 33 manholes and inlets, 9,500 SY of grading and seeding to improve drainage along Plymouth Road, Bruneal Street, Hampshire Drive and Wyandotte Drive.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Plymouth Road Drainage Improvements.

Declares the cost of the said improvements shall be paid by the funds from public funds Fort Wayne Stormwater Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will acquire the property rights described in Attachment "A" (Property Acquisition Summary Sheet).

Declares there is no additional cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $569,772.

APPROVED THIS 16th DAY OF April, 2019.

BOARD OF STORMWATER MANAGEMENT

BY: _____
Matthew A. Wirtz, Chair

BY: _____
Shan Gunawardena, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Attachment "A"

Property Acquisition Summary Sheet

PROPERTY ADDRESS AND NAME			PURCHASE TYPE	PURCHASE PRICE	STATUS
3812	Plymouth Road	Orville Rudd Jr.	Easement	$0	Acquired
3771	Bruneal	JPD Investments	Easement	$0	Acquired
3626	Stelhorn	Douglas Dean Perkins & Linda R Werntz-Perkins	Easement	$0	Acquired
4318	Roseview	Woodview Apartments, LLC	Easement	$0	Acquired

TOTAL EXPENCE: **$0**

IMPROVEMENT RESOLUTION NO. 0205C

Aboite Meadows Concrete Street Repairs
WORK ORDER NO. 0205C

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Aboite Meadows Addition by reconstructing concrete streets, adding sub-surface drainage, repairing existing damaged sidewalk and constructing ADA compliant ramps adjacent to existing sidewalk. Seed, mulch and restoration.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 23rd day of April, 2019.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST: Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0343D

Alley R01775 North-South: Oxford St, Grier St, Oliver St, Bowser Ave
WORK ORDER NO. 0343D

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

An alley from Grier St. to Oxford St. between Oliver St. and Bowser Ave., by removing and replacing existing concrete alley, adding alley drive approach, and seeding and restoration.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 23rd day of April, 2019.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

Water Pollution Control Plant WPCP 2019 Admin Building Roofing
RESOLUTION NO. 76620

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

This project will consist of the removal of approximately 6,600 SF of existing roofing systems that have exceeded their useful life and replacement with a single roofing system.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **WPCP 2019 Admin Building Roofing.**

Declares the cost of the said improvements shall be paid by the funds from Fort Wayne Sewer Utility Revenue.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associate with this project.

Declares the engineer's estimate of the project's total cost is $112,000.00.

APPROVED THIS 23 DAY OF April, 2019.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chairman

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

A RESOLUTION OF THE FORT WAYNE BOARD OF STORMWATER MANAGEMENT INSTITUTING PROCEEDINGS TO VACATE A REGULATED DRAIN

Resolution # 106-4-23-19-1

WHEREAS, on December 18, 2018, the Fort Wayne Board of Stormwater Management ("Board") acquired jurisdiction over the Pierson Drain No. 2 and all of its branches and tributaries pursuant to Ind. Code § 36-9-27-20; and

WHEREAS, the Heidbrink Drain is a branch of the Pierson Drain No. 2 and is a regulated drain subject to the Indiana Drainage Code, Ind. Code § 36-9-27 *et seq.*; and

WHEREAS, residential housing developments in the area formerly served by the Heidbrink Drain resulted in the construction of a system of storm sewers that appear to have eliminated the need for at least a portion of the Heidbrink Drain; and

WHEREAS, it appears a portion of the Heidbrink Drain no longer performs the function for which it was designed and constructed, that the expense of reconstruction outweighs the benefits of reconstruction, and that a partial vacation of the Heidbrink Drain would not be detrimental to the public welfare; and

WHEREAS, the Board has received a letter from an affected property owner supporting a partial vacation of the Heidbrink Drain; and

WHEREAS, the Board desires to institute proceedings to vacate a portion of the Heidbrink Drain, from Maplecrest Road northwest to the point of terminus, in accordance with Ind. Code § 36-9-27-37 and the applicable provisions of Ind. Code § 36-9-27-49 through Ind. Code § 36-9-27-52; and

WHEREAS, a map of the portion of the Heidbrink Drain proposed to be vacated is attached hereto as Exhibit "A"; and

WHEREAS, the name and address of each owner that will be affected by the proposed partial vacation of the Heidbrink Drain is attached hereto as Exhibit "B".

NOW, THEREFORE, IT IS RESOLVED BY THE FORT WAYNE BOARD OF STORMWATER MANAGEMENT AS FOLLOWS:

1. Pursuant to Ind. Code § 36-9-27-49, the Board shall serve notice of its intent to vacate of a portion of the Heidbrink Drain to all of the property owners identified on Exhibit B.

2. The Board shall schedule a public hearing on the proposed partial vacation of the Heidbrink Drain in accordance with Ind. Code § 36-9-27-52.

3. The Board shall publish public notice of the hearing date in accordance with Ind. Code § 5-3-1.

4. The Board will receive all objections filed up to five (5) days before the date of the public hearing.

5. Upon conclusion of the public hearing, the Board shall issue an order either vacating a portion of the Heidbrink Drain or reclassifying it as a drain in need of reconstruction or a drain in need of periodic maintenance.

APPROVED this 23rd day of April 2019.

FORT WAYNE BOARD OF STORMWATER MANAGEMENT

Matthew A. Wirtz, Chair

Shan Gunawardena, Member

Mike Avila, Member

ATTEST: _____ Date: 4.23.19
Michelle Fulk-Vondran, Clerk

This Instrument prepared by Brandon J. Almas, 200 E. Berry St., Ste. 430, Fort Wayne, IN 46802, Attorney No. 29810-41

I affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Brandon J. Almas.

EXHIBIT A

April 18, 2019

This map is intended for general reference purposes only. The information displayed herein is not guaranteed to be completely accurate or all inclusive.

© 2015 City of Fort Wayne

EXHIBIT B

ParcelNumber	NeighborhoodName	OwnerLine1	OwnerLine2	LocationAddress	City	ZipCode	OwnerAddress1	OwnerAddress2	OwnerCity	OwnerState	OwnerZipCode
02-08-28-426-024.000-072	Walden Sec I-II & Manors of Walden	Jewell Fraser D II		6033 ANDRO RUN	FORT WAYNE	46815	6033 Andro Run		Fort Wayne	IN	46815
02-08-28-255-004.000-072	St Joe / Ft Wayne - Newer 072	INDIANA MICHIGAN POWER COMPANY	C/O AMERICAN ELECTRIC POWER TAX DEPT	5601 TRIER RD	FORT WAYNE	46815	PO BOX 16428		COLUMBUS	OH	43216-6428
02-08-28-252-017.000-072	Oakhurst Park Sec I-V	Lewis Eric		3905 DARWOOD DR	FORT WAYNE	46815	3905 Darwood Dr		Fort Wayne	IN	46815
02-08-28-281-002.000-072	Willshire Estates Sec I-II	SMITH CHRISTOPHER M & SANDRA J		3910 WILLSHIRE CT	FORT WAYNE	46815	3910 WILLSHIRE CT		FORT WAYNE	IN	46815-5358
02-08-28-404-008.000-072	Walden Sec I-II & Manors of Walden	MIGUEL PHILIP F SR & CAROLYN L		3729 OAKHURST DR	FORT WAYNE	46815	3729 OAKHURST DR		FORT WAYNE	IN	46815-6238
02-08-28-257-008.000-072	Oakhurst Park Sec I-V	Advany Mohammed & Kay Lynn		3808 OAKHURST DR	FORT WAYNE	46815	3808 Oakhurst Dr		Fort Wayne	IN	46815
02-08-28-254-012.000-072	Oakhurst Park Sec I-V	Buchanan Julie A		3915 WALDEN RUN	FORT WAYNE	46815	3915 Walden Run		Fort Wayne	IN	46815
02-08-28-428-001.000-072	Walden Sec I-II & Manors of Walden	Scott David J & Hilda T		6024 ANDRO RUN	FORT WAYNE	46815	6024 Andro Run		Fort Wayne	IN	46815
02-08-28-280-001.000-072	Willshire Estates Sec I-II	HALE GARY L & KIMBERLI K		3919 WILLSHIRE CT	FORT WAYNE	46815	3919 WILLSHIRE CT		FORT WAYNE	IN	46815-5353
02-08-28-256-004.000-072	Oakhurst Park Sec I-V	BRUNNER DENNIS & CONNIE M		3906 WALDEN RUN	FORT WAYNE	46815	3906 WALDEN RUN		FORT WAYNE	IN	46815-5262
02-08-28-251-012.000-072	Oakhurst Park Sec I-V	MAY DAVID L & MARY L		5623 LIONEL DR	FORT WAYNE	46815	5623 LIONEL DR		FORT WAYNE	IN	46815-5235
02-08-28-256-001.000-072	Oakhurst Park Sec I-V	Sheltere LLC		5720 LIONEL DR	FORT WAYNE	46815	49 S 500 E		Markle	IN	46770
02-08-28-428-004.000-072	Walden Sec I-II & Manors of Walden	SHOPOFF THOMAS N		6128 LANDMARK DR	FORT WAYNE	46815	6128 LANDMARK DR		FORT WAYNE	IN	46815-8406
02-08-28-426-025.000-072	Walden Sec I-II & Manors of Walden	BAETEN MICHAEL G & RENEE D		6103 LANDMARK DR	FORT WAYNE	46815	6103 LANDMARK DR		FORT WAYNE	IN	46815-8405
02-08-28-255-002.000-072	Oakhurst Park Sec I-V	BALLENTINE WAYNE E & JANE E		5612 KOHART PL	FORT WAYNE	46815	5612 KOHART PL		FORT WAYNE	IN	46815-5232
02-08-28-256-006.000-072	Oakhurst Park Sec I-V	Lian Gabriel Khat Pum		3826 WALDEN RUN	FORT WAYNE	46815	3826 Walden Run		Fort Wayne	IN	46815
02-08-28-428-002.000-072	Walden Sec I-II & Manors of Walden	Parra Ana		6108 LANDMARK DR	FORT WAYNE	46815	5309 Rebecca St		Fort Wayne	IN	46835
02-08-28-254-004.000-072	Oakhurst Park Sec I-V	REINIG JEFFREY A & MABLE J		5608 LIONEL DR	FORT WAYNE	46815	5608 LIONEL DR		FORT WAYNE	IN	46815-5236
02-08-28-404-005.000-072	Walden Sec I-II & Manors of Walden	EDDY MICHAEL & STEPHANIE L		5815 ALCOT PL	FORT WAYNE	46815	5815 ALCOT PL		FORT WAYNE	IN	46815-6211
02-08-28-281-014.000-072	Willshire Estates Sec I-II	Spieth William A & Patricia L		3819 FINCHLEY CT	FORT WAYNE	46815	3819 Finchley Ct		Fort Wayne	IN	46815
02-08-28-403-003.000-072	Walden Sec I-II & Manors of Walden	Stangland Ericka L		3714 WALDEN RUN	FORT WAYNE	46815	3714 Walden Run		Fort Wayne	IN	46815
02-08-28-282-005.000-072	Willshire Estates Sec I-II	BIEBERICH DAVID & SHARON E		3834 FINCHLEY CT	FORT WAYNE	46815	3834 FINCHLEY CT		FORT WAYNE	IN	46815-5356
02-08-28-183-004.000-072	Bullerman Park Forest Sec 1-2	Gernhardt Daniel		3936 VINELAND DR	FORT WAYNE	46815	3936 Vineland Dr		Fort Wayne	IN	46815
02-08-28-255-001.000-072	Oakhurst Park Sec I-V	Burroughs Wendell G		5606 KOHART PL	FORT WAYNE	46815	5606 Kohart Pl		Fort Wayne	IN	46815
02-08-28-251-009.000-072	Oakhurst Park Sec I-V	OBoyle Mark P		5527 LIONEL DR	FORT WAYNE	46815	5527 Lionel Dr		Fort Wayne	IN	46815
02-08-28-404-010.000-072	Walden Sec I-II & Manors of Walden	Sellhorn Tyler R & Brooke N		3717 OAKHURST DR	FORT WAYNE	46815	3717 Oakhurst Dr		Fort Wayne	IN	46815
02-08-28-403-010.000-072	Walden Sec I-II & Manors of Walden	Thompson Kenneth G & Pamela K		3725 WELL MEADOW PL	FORT WAYNE	46815	3725 Well Meadow Pl		Fort Wayne	IN	46815
02-08-28-403-001.000-072	Walden Sec I-II & Manors of Walden	Palmer David W		3728 WALDEN RUN	FORT WAYNE	46815	3728 Walden Run		Fort Wayne	IN	46815
02-08-28-428-011.000-072	Walden Sec I-II & Manors of Walden	Hanley Shawn M & Renee M		6113 LOMBARD PL	FORT WAYNE	46815	6113 Lombard Pl		Fort Wayne	IN	46815
02-08-28-256-016.000-072	Oakhurst Park Sec I-V	CHIN KIM M		3821 DARWOOD CT	FORT WAYNE	46815	3821 DARWOOD CT		FORT WAYNE	IN	46815-5209
02-08-28-281-016.000-072	Willshire Estates Sec I-II	Tippmann Mary A		3801 FINCHLEY CT	FORT WAYNE	46815	15802 Golden Eagle Cv		Huntertown	IN	46748
02-08-28-404-006.000-072	Walden Sec I-II & Manors of Walden	WALDEN COMMUNITY ASSOCIATION	INC	3739 OAKHURST DR	FORT WAYNE	46815	PO BOX 15034		FORT WAYNE	IN	46885-5034
02-08-28-428-015.000-072	Walden Sec I-II & Manors of Walden	Clayton Jessica		6203 LOMBARD PL	FORT WAYNE	46815	6203 Lombard Pl		Fort Wayne	IN	46815
02-08-28-405-006.000-072	Walden Sec I-II & Manors of Walden	ROBINSON SCOTT R		3708 OAKHURST DR	FORT WAYNE	46815	3708 OAKHURST DR		FORT WAYNE	IN	46815-6237
02-08-28-256-010.000-072	Oakhurst Park Sec I-V	Kohn Cody		3923 OAKHURST DR	FORT WAYNE	46815	3923 Oakhurst Dr		Fort Wayne	IN	46815
02-08-28-254-001.000-072	Oakhurst Park Sec I-V	COONEY THOMAS F III & MARY A		5518 LIONEL DR	FORT WAYNE	46815	5518 LIONEL DR		FORT WAYNE	IN	46815-5234
02-08-28-255-009.000-072	Oakhurst Park Sec I-V	BRADLEY JAMES M & JAMIE M		3811 WALDEN RUN	FORT WAYNE	46815	3811 WALDEN RUN		FORT WAYNE	IN	46815-5259
02-08-28-256-017.000-072	Oakhurst Park Sec I-V	Hasch John L		3815 DARWOOD CT	FORT WAYNE	46815	3815 Darwood Ct		Fort Wayne	IN	46815
02-08-28-201-001.000-072	<Null>	INDIANA MICHIGAN POWER COMPANY	<Null>	<Null>	<Null>	<Null>	Po Box 16428	<Null>	<Null>	<Null>	<Null>
02-08-28-252-015.000-072	Oakhurst Park Sec I-V	Wilson Jeremy T		3919 DARWOOD DR	FORT WAYNE	46815	3919 Darwood Dr		Fort Wayne	IN	46815
02-08-28-426-006.000-072	St Joe / Ft Wayne - Newer 072	Tak Inc		6126 TRIER RD	FORT WAYNE	46815	271 Savo Rock Ct		Fort Wayne	IN	46845
02-08-28-281-004.000-072	Willshire Estates Sec I-II	Fauth Marilynn		3830 WILLSHIRE CT	FORT WAYNE	46815	3830 Willshire Ct		Fort Wayne	IN	46815
02-08-28-252-018.000-072	Oakhurst Park Sec I-V	LUSTER GEORGE M JR & BETTY J		3837 DARWOOD DR	FORT WAYNE	46815	3837 DARWOOD DR		FORT WAYNE	IN	46815-5210
02-08-28-252-012.000-072	Oakhurst Park Sec I-V	Cassidy Casey J		4001 DARWOOD DR	FORT WAYNE	46815	4001 Darwood Dr		Fort Wayne	IN	46815
02-08-28-404-011.000-072	Walden Sec I-II & Manors of Walden	Shinn Mark D & Brittany N		3711 OAKHURST DR	FORT WAYNE	46815	3711 Oakhurst Dr		Fort Wayne	IN	46815
02-08-28-281-008.000-072	Willshire Estates Sec I-II	Chordas Jonathan		3806 WILLSHIRE CT	FORT WAYNE	46815	3806 Willshire Ct		Fort Wayne	IN	46815
02-08-28-282-012.000-072	Willshire Estates Sec I-II	LETO DOMINIC J SR & CARMELLA A		3903 WILLSHIRE ESTATES DR	FORT WAYNE	46815	3903 WILLSHIRE ESTATES DR		FORT WAYNE	IN	46815-5333
02-08-28-251-018.000-072	Oakhurst Park Sec I-V	CANTRELL THOMAS A & JANICE L		3937 OAKHURST DR	FORT WAYNE	46815	3937 OAKHURST DR		FORT WAYNE	IN	46815-5269
02-08-28-253-005.000-072	Oakhurst Park Sec I-V	Aguirre Andres & Heather E		4010 DARWOOD DR	FORT WAYNE	46815	4010 Darwood Dr		Fort Wayne	IN	46815
02-08-28-251-010.000-072	Oakhurst Park Sec I-V	TINKLER EDMUND S & KELLY M		5603 LIONEL DR	FORT WAYNE	46815	5603 LIONEL DR		FORT WAYNE	IN	46815-5235
02-08-28-256-022.000-072	Oakhurst Park Sec I-V	Brookmyer Logen T		3815 OAKHURST DR	FORT WAYNE	46815	3815 Oakhurst Dr		Fort Wayne	IN	46815
02-08-28-403-011.000-072	Walden Sec I-II & Manors of Walden	SCHUMANN KURT C & MAUREEN C		3719 WELL MEADOW PL	FORT WAYNE	46815	3719 WELL MEADOW PL		FORT WAYNE	IN	46815-6250
02-08-28-251-007.000-072	Oakhurst Park Sec I-V	ELMER KAREN L		5515 LIONEL DR	FORT WAYNE	46815	5515 LIONEL DR		FORT WAYNE	IN	46815-5233
02-08-28-426-014.000-072	Walden Sec I-II & Manors of Walden	MCMASTERS STEVEN & COLLEEN		3626 DEER CV	FORT WAYNE	46815	3626 DEER CV		FORT WAYNE	IN	46815-8404
02-08-28-257-004.000-072	Oakhurst Park Sec I-V	Kham Gregory Thang Suan		3838 DARWOOD DR	FORT WAYNE	46815	3838 Darwood Dr		Fort Wayne	IN	46815
02-08-28-426-030.000-072	Walden Sec I-II & Manors of Walden	STEIGMEYER MATTHEW J & NICOLE D		6203 LANDMARK DR	FORT WAYNE	46815	6203 LANDMARK DR		FORT WAYNE	IN	46815-8407
02-08-28-203-001.000-072	St Joe / Ft Wayne - Newer 072	Palermo Alex A		5433 HEWITT LN	FORT WAYNE	46815	3711 Wells St		Fort Wayne	IN	46802
02-08-28-257-002.000-072	Oakhurst Park Sec I-V	CHIN K ANN & CHRISTLIEB ROBERT		3908 DARWOOD DR	FORT WAYNE	46815	3908 DARWOOD DR		FORT WAYNE	IN	46815-5272
02-08-28-428-019.000-072	Walden Sec I-II & Manors of Walden	DELLINGER DONALD E & BETTY J		6236 LOMBARD PL	FORT WAYNE	46815	6236 LOMBARD PL		FORT WAYNE	IN	46815-8409
02-08-28-282-014.000-072	Willshire Estates Sec I-II	Vanek Mark A		3819 WILLSHIRE ESTATES DR	FORT WAYNE	46815	3819 Willshire Estates Dr		Fort Wayne	IN	46815-5331
02-08-28-428-006.000-072	Walden Sec I-II & Manors of Walden	FIESS DAVID W & AMBER J		6208 LANDMARK DR	FORT WAYNE	46815	6208 LANDMARK DR		FORT WAYNE	IN	46815-8408
02-08-28-428-005.000-072	Walden Sec I-II & Manors of Walden	ECKELBARGER DAVID L & LILYA		6136 LANDMARK DR	FORT WAYNE	46815	6136 LANDMARK DR		FORT WAYNE	IN	46815-8406
02-08-28-428-010.000-072	Walden Sec I-II & Manors of Walden	Beier Joseph & Bernard Trs of the Ruth	Emma Beier Irrevocable Trust dtd 2/22/16	6014 ANDRO RUN	FORT WAYNE	46815	6014 Andro Run		Fort Wayne	IN	46815
02-08-28-404-003.000-072	Walden Sec I-II & Manors of Walden	PARIS JOSEPH J & PAMELA A		3722 WELL MEADOW PL	FORT WAYNE	46815	3722 WELL MEADOW PL		FORT WAYNE	IN	46815-6250
02-08-28-426-001.000-072	St Joe / Ft Wayne - Newer 072	5928 Trier Road LLC		5928 TRIER RD	FORT WAYNE	46815	5928 Trier Rd		Fort Wayne	IN	46815
02-08-28-281-015.000-072	Willshire Estates Sec I-II	Steinau Matthew J & Chelsey L		3809 FINCHLEY CT	FORT WAYNE	46815	3809 Finchley Ct		Fort Wayne	IN	46815
02-08-28-480-002.001-072	Walden Sec I-II & Manors of Walden	Fort Wayne City Of		MAPLECREST RD	FORT WAYNE	46815	200 E Berry St		Fort Wayne	IN	46802
02-08-28-428-009.001-072	Walden Sec I-II & Manors of Walden	Fort Wayne City Of		MAPLECREST RD	FORT WAYNE	46815	200 E Berry St		Fort Wayne	IN	46802
02-08-28-251-011.000-072	Oakhurst Park Sec I-V	BRYSON NEIL A & NANCEE L		5613 LIONEL DR	FORT WAYNE	46815	5613 LIONEL DR		FORT WAYNE	IN	46815-5235

02-08-28-257-005.000-072	Oakhurst Park Sec I-V	TURPCHINOFF DAVID W &	JULIE R	3830 OAKHURST DR	FORT WAYNE	46815	3830 OAKHURST DR	FORT WAYNE	IN	46815-5241
02-08-28-281-009.000-072	Willshire Estates Sec I-II	Schele Jayne E		3927 FINCHLEY CT	FORT WAYNE	46815	3927 Finchley Ct	Fort Wayne	IN	46815
02-08-28-281-013.000-072	Willshire Estates Sec I-II	Rivera Antonio L		3827 FINCHLEY CT	FORT WAYNE	46815	3827 Finchley Ct	Fort Wayne	IN	46815
02-08-28-183-008.000-072	Bullerman Park Forest Sec 1-2	Fancher Angela		3908 VINELAND DR	FORT WAYNE	46815	3908 Vineland Dr	Fort Wayne	IN	46815
02-08-28-426-015.000-072	Walden Sec I-II & Manors of Walden	Risch Brandon J & Candace A		3620 DEER CV	FORT WAYNE	46815	3620 Deer Cv	Fort Wayne	IN	46815
02-08-28-282-011.000-072	Willshire Estates Sec I-II	BREESE DIANE M		3915 WILLSHIRE ESTATES DR	FORT WAYNE	46815	3915 WILLSHIRE ESTATES DR	FORT WAYNE	IN	46815-5333
02-08-28-184-017.000-072	Bullerman Park Forest Sec 1-2	Spicher Wesley S &	Johnson Brittney D	5435 TRIER RD	FORT WAYNE	46815	5435 Trier Rd	Fort Wayne	IN	46815
02-08-28-405-002.000-072	Walden Sec I-II & Manors of Walden	CARR DOUGLAS A		3732 OAKHURST DR	FORT WAYNE	46815	3732 OAKHURST DR	FORT WAYNE	IN	46815-6237
02-08-28-281-012.000-072	Willshire Estates Sec I-II	SCHROEDER WAYNE LEE & MELISSA ANN		3905 FINCHLEY CT	FORT WAYNE	46815	3905 FINCHLEY CT	FORT WAYNE	IN	46815-5354
02-08-28-251-014.000-072	Oakhurst Park Sec I-V	KLINEDINST TODD & KAREN L		5721 LIONEL DR	FORT WAYNE	46815	5721 LIONEL DR	FORT WAYNE	IN	46815-5237
02-08-28-282-003.000-072	Willshire Estates Sec I-II	MUHLEMAN PHILIP L		3916 FINCHLEY CT	FORT WAYNE	46815	3916 FINCHLEY CT	FORT WAYNE	IN	46815-5355
02-08-28-405-008.000-072	Walden Sec I-II & Manors of Walden	BARRY VINCENT T & REBECCA M		5828 ALCOT PL	FORT WAYNE	46815	5828 ALCOT PL	FORT WAYNE	IN	46815-6200
02-08-28-252-005.000-072	Oakhurst Park Sec I-V	Rodriguez Lilian		3932 OAKHURST DR	FORT WAYNE	46815	3932 Oakhurst Dr	Fort Wayne	IN	46815
02-08-28-253-003.000-072	Oakhurst Park Sec I-V	Pangani Georgina		5827 MONTAVILLA DR	FORT WAYNE	46815	5827 Montavilla Dr	Fort Wayne	IN	46815
02-08-28-257-006.000-072	Oakhurst Park Sec I-V	Munster Paul D & Ashley M		3822 OAKHURST DR	FORT WAYNE	46815	3822 Oakhurst Dr	Fort Wayne	IN	46815
02-08-28-178-008.000-072	Bullerman Park Forest Sec 1-2	Fisher James E		5427 HAMPSTEAD LN	FORT WAYNE	46815	5427 Hampstead Ln	Fort Wayne	IN	46815
02-08-28-426-031.000-072	Walden Sec I-II & Manors of Walden	MILLER CURTIS A & PATRICIA E		6213 LANDMARK DR	FORT WAYNE	46815	6213 LANDMARK DR	FORT WAYNE	IN	46815-8407
02-08-28-252-014.000-072	Oakhurst Park Sec I-V	McCarthy Michael		3925 DARWOOD DR	FORT WAYNE	46815	3925 Darwood Dr	Fort Wayne	IN	46815
02-08-28-256-014.000-072	Oakhurst Park Sec I-V	Harris Kristina A		3835 OAKHURST DR	FORT WAYNE	46815	3835 Oakhurst Dr	Fort Wayne	IN	46815
02-08-28-426-029.000-072	Walden Sec I-II & Manors of Walden	Eyman Cameron L		6135 LANDMARK DR	FORT WAYNE	46815	6135 Landmark Dr	Fort Wayne	IN	46815
02-08-28-254-010.000-072	Oakhurst Park Sec I-V	MOONEN GLEN A &	PEA JOELLEN	5615 KOHART PL	FORT WAYNE	46815	5615 KOHART PL	FORT WAYNE	IN	46815-5232
02-08-28-252-007.000-072	Oakhurst Park Sec I-V	Jackson Tyler E & Elizabeth A		3920 OAKHURST DR	FORT WAYNE	46815	3920 Oakhurst Dr	Fort Wayne	IN	46815
02-08-28-255-005.000-072	Oakhurst Park Sec I-V	JACKSON ANTHONY & KRISSA		5624 KOHART PL	FORT WAYNE	46815	5624 KOHART PL	FORT WAYNE	IN	46815-5232
02-08-28-405-007.000-072	Walden Sec I-II & Manors of Walden	Tountzios Kostantina		3702 OAKHURST DR	FORT WAYNE	46815	3702 Oakhurst Dr	Fort Wayne	IN	46815
02-08-28-280-008.000-072	Willshire Estates Sec I-II	Weibel Todd L & Lavada K		3809 WILLSHIRE CT	FORT WAYNE	46815	5419 Damask Dr	Fort Wayne	IN	46815
02-08-28-256-008.000-072	Oakhurst Park Sec I-V	Rescare Inc		3814 WALDEN RUN	FORT WAYNE	46815	9901 Linn Station Rd	Louisville	KY	40223
02-08-28-257-007.000-072	Oakhurst Park Sec I-V	Dalton Olan M & Mary Louise	S L/Est & Dalton Mark P	3816 OAKHURST DR	FORT WAYNE	46815	3816 Oakhurst Dr	Fort Wayne	IN	46815
02-08-28-405-003.000-072	Walden Sec I-II & Manors of Walden	STEIGMEYER NATHAN P & KATHERYN M		3726 OAKHURST DR	FORT WAYNE	46815	3726 OAKHURST DR	FORT WAYNE	IN	46815-6237
02-08-28-256-012.000-072	Oakhurst Park Sec I-V	Oo Kyaw & Lwin Aungmin		3909 OAKHURST DR	FORT WAYNE	46815	3909 Oakhurst Dr	Fort Wayne	IN	46815
02-08-28-254-009.000-072	Oakhurst Park Sec I-V	GIBSON RYAN D		5609 KOHART PL	FORT WAYNE	46815	5609 KOHART PL	FORT WAYNE	IN	46815
02-08-28-256-020.000-072	Oakhurst Park Sec I-V	Bradford Virgil & Roberta		3814 DARWOOD CT	FORT WAYNE	46815	3814 Darwood Ct	Fort Wayne	IN	46815
02-08-28-252-003.000-072	Oakhurst Park Sec I-V	Miller Carly & Singh Satwinder		4004 OAKHURST DR	FORT WAYNE	46815	4004 Oakhurst Dr	Fort Wayne	IN	46815
02-08-28-428-008.000-072	Walden Sec I-II & Manors of Walden	Bixler Erin E		6228 LANDMARK DR	FORT WAYNE	46815	6228 Landmark Dr	Fort Wayne	IN	46815
02-08-28-404-009.000-072	Walden Sec I-II & Manors of Walden	YERGENS RICHARD N & DENISE D		3723 OAKHURST DR	FORT WAYNE	46815	3723 OAKHURST DR	FORT WAYNE	IN	46815-6238
02-08-28-281-005.000-072	Willshire Estates Sec I-II	BULTEMEIER MICHAEL G & JANET S		3824 WILLSHIRE CT	FORT WAYNE	46815	3824 WILLSHIRE CT	FORT WAYNE	IN	46815-5329
02-08-28-254-011.000-072	Oakhurst Park Sec I-V	HALL BRADLEY A & REBECCA S		5621 KOHART PL	FORT WAYNE	46815	5621 KOHART PL	FORT WAYNE	IN	46815-5232
02-08-28-403-012.000-072	Walden Sec I-II & Manors of Walden	WELCH PATRICK C & VIVIAN J		3713 WELL MEADOW PL	FORT WAYNE	46815	3713 WELL MEADOW PL	FORT WAYNE	IN	46815-6250
02-08-28-256-005.000-072	Oakhurst Park Sec I-V	Stilabower Eric J & Scheryl R		3832 WALDEN RUN	FORT WAYNE	46815	3832 Walden Run	Fort Wayne	IN	46815
02-08-28-252-011.000-072	Oakhurst Park Sec I-V	MAGGART RICHARD F & HOLLY D		4007 DARWOOD DR	FORT WAYNE	46815	4007 DARWOOD DR	FORT WAYNE	IN	46815-5214
02-08-28-253-006.000-072	Oakhurst Park Sec I-V	Winter William J & Margaret A		4004 DARWOOD DR	FORT WAYNE	46815	4004 Darwood Dr	Fort Wayne	IN	46815
02-08-28-426-028.000-072	Walden Sec I-II & Manors of Walden	McDermott Lyle M & Price Lisa K		6127 LANDMARK DR	FORT WAYNE	46815	6127 Landmark Dr	Fort Wayne	IN	46815
02-08-28-428-014.000-072	Walden Sec I-II & Manors of Walden	LAMBROFF GARY		6133 LOMBARD PL	FORT WAYNE	46815	6133 LOMBARD PL	FORT WAYNE	IN	46815-8416
02-08-28-401-003.000-072	Ag/Rural Res Homesites 01 072	SCHENKEL ROBERT B &	WILLIAMS-SCHENKEL KELLY J	5626 TRIER RD	FORT WAYNE	46815	5626 TRIER RD	FORT WAYNE	IN	46815-5225
02-08-28-252-013.000-072	Oakhurst Park Sec I-V	KINTZ ANDREW W		3939 DARWOOD DR	FORT WAYNE	46815	3939 DARWOOD DR	FORT WAYNE	IN	46815-5212
02-08-28-252-004.000-072	Oakhurst Park Sec I-V	Mowery Colby D		3938 OAKHURST DR	FORT WAYNE	46815	3938 Oakhurst Dr	Fort Wayne	IN	46815
02-08-28-282-008.000-072	Willshire Estates Sec I-II	Humphrey Paine & Constance		3804 FINCHLEY CT	FORT WAYNE	46815	3804 Finchley Ct	Fort Wayne	IN	46814
02-08-28-401-001.000-072	Ag/Rural Res Homesites 01 072	Carriage Place Homes Inc		5610 TRIER RD	FORT WAYNE	46815	4208 Tifton Ct	Fort Wayne	IN	46835
02-08-28-405-011.000-072	Walden Sec I-II & Manors of Walden	Rhody Mathew C & Stacy A		5820 ALCOT PL	FORT WAYNE	46815	5820 Alcot Pl	Fort Wayne	IN	46815
02-08-28-405-009.000-072	Walden Sec I-II & Manors of Walden	WALDEN COMMUNITY ASSOCIATION	INC	5826 ALCOT PL	FORT WAYNE	46815	PO BOX 15034	FORT WAYNE	IN	46885-5034
02-08-28-257-003.000-072	Oakhurst Park Sec I-V	Shultz Pamela M		3902 DARWOOD DR	FORT WAYNE	46815	3902 Darwood Dr	Fort Wayne	IN	46815
02-08-28-256-013.000-072	Oakhurst Park Sec I-V	Filler Todd A		3901 OAKHURST DR	FORT WAYNE	46815	3901 Oakhurst Dr	Fort Wayne	IN	46815
02-08-28-405-012.000-072	Walden Sec I-II & Manors of Walden	Savage James G		5816 ALCOT PL	FORT WAYNE	46815	5816 Alcot Pl	Fort Wayne	IN	46815
02-08-28-255-010.000-072	Oakhurst Park Sec I-V	Suever Arthur J		3805 WALDEN RUN	FORT WAYNE	46815	3805 Walden Run	Fort Wayne	IN	46815-5259
02-08-28-282-004.000-072	Willshire Estates Sec I-II	McMullen Alan R & Tena M		3908 FINCHLEY CT	FORT WAYNE	46815	3908 Finchley Ct	Fort Wayne	IN	46815
02-08-28-252-010.000-072	Oakhurst Park Sec I-V	Brown Michelle		4015 DARWOOD DR	FORT WAYNE	46815	4015 Darwood Dr	Fort Wayne	IN	46815
02-08-28-281-011.000-072	Willshire Estates Sec I-II	GIBSON PATRICK & CHRISTIANE		3911 FINCHLEY CT	FORT WAYNE	46815	3911 FINCHLEY CT	FORT WAYNE	IN	46815-5354
02-08-28-405-001.000-072	Walden Sec I-II & Manors of Walden	WALDEN COMMUNITY ASSOCIATION	INC	3738 OAKHURST DR	FORT WAYNE	46815	PO BOX 15034	FORT WAYNE	IN	46885-5034
02-08-28-426-011.000-072	Walden Sec I-II & Manors of Walden	WIGFIELD CINDY L		3617 DEER CV	FORT WAYNE	46815	3617 DEER CV	FORT WAYNE	IN	46815-8404
02-08-28-255-007.000-072	Oakhurst Park Sec I-V	BURE KELLY		3823 WALDEN RUN	FORT WAYNE	46815	3823 WALDEN RUN	FORT WAYNE	IN	46815-5259
02-08-28-405-005.000-072	Walden Sec I-II & Manors of Walden	MARTIN JOSEPH F II & CATHERINE M		3714 OAKHURST DR	FORT WAYNE	46815	3714 OAKHURST DR	FORT WAYNE	IN	46815-6237
02-08-28-252-008.000-072	Oakhurst Park Sec I-V	Caliber Home Loans Inc		3910 OAKHURST DR	FORT WAYNE	46815	13801 Wireless Way	Oklahoma City	OK	73134
02-08-28-251-017.000-072	Oakhurst Park Sec I-V	Kuhns Jason & Amanda A		4003 OAKHURST DR	FORT WAYNE	46815	4003 Oakhurst Dr	Fort Wayne	IN	46815
02-08-28-426-027.000-072	Walden Sec I-II & Manors of Walden	MANZ MICHAEL J		6119 LANDMARK DR	FORT WAYNE	46815	6119 LANDMARK DR	FORT WAYNE	IN	46815
02-08-28-280-007.000-072	Willshire Estates Sec I-II	Osmon Tyler		3815 WILLSHIRE CT	FORT WAYNE	46815	3815 Willshire Ct	Fort Wayne	IN	46815
02-08-28-252-009.000-072	Oakhurst Park Sec I-V	Rosselot Jenifer A		3904 OAKHURST DR	FORT WAYNE	46815	3904 Oakhurst Dr	Fort Wayne	IN	46815
02-08-28-403-002.000-072	Walden Sec I-II & Manors of Walden	LARSH SCOTT D		3720 WALDEN RUN	FORT WAYNE	46815	3720 WALDEN RUN	FORT WAYNE	IN	46815-6174
02-08-28-404-007.000-072	Walden Sec I-II & Manors of Walden	LAUBHAN THOMAS J & KELLIE J		3735 OAKHURST DR	FORT WAYNE	46815	3735 OAKHURST DR	FORT WAYNE	IN	46815-6238
02-08-28-403-015.000-072	Walden Sec I-II & Manors of Walden	Buhr Paul R & Janet A		5808 ALCOT PL	FORT WAYNE	46815	5808 Alcot Pl	Fort Wayne	IN	46815
02-08-28-183-002.000-072	Bullerman Park Forest Sec 1-2	GEBHART KELLY D &	MITCHELL MACHELLE M	4008 VINELAND DR	FORT WAYNE	46815	4008 VINELAND DR	FORT WAYNE	IN	46815-5157
02-08-28-428-013.000-072	Walden Sec I-II & Manors of Walden	WALDEN COMMUNITY ASSN INC	C/O MARILYN JENSEN	6204 LANDMARK DR	FORT WAYNE	46815	PO BOX 15034	FORT WAYNE	IN	46885-5034
02-08-28-426-004.000-072	St Joe / Ft Wayne - Newer 072	Aiman Hassan A & Elswerky Nahla		6036 TRIER RD	FORT WAYNE	46815	1933 West Autumn Ln	Fort Wayne	IN	46845
02-08-28-255-003.000-072	Oakhurst Park Sec I-V	Walker Thomas & Laketia R		5618 KOHART PL	FORT WAYNE	46815	5618 Kohart Pl	Fort Wayne	IN	46815-5232
02-08-28-426-012.000-072	Walden Sec I-II & Manors of Walden	BEIER BERNARD J & LORA L		3621 DEER CV	FORT WAYNE	46815	3621 DEER CV	FORT WAYNE	IN	46815-8404

02-08-28-426-032.000-072	St Joe / Ft Wayne - Newer 072	OB CHILD CARE LLC	C/O PTA - S1 10020	6227 LANDMARK DR	FORT WAYNE	46815	PO BOX 320099	ALEXANDRIA	VA	22320-4099
02-08-28-280-005.000-072	Willshire Estates Sec I-II	Watson Rochele L		3827 WILLSHIRE CT	FORT WAYNE	46815	3827 Willshire Ct	Fort Wayne	IN	46815
02-08-28-426-026.000-072	Walden Sec I-II & Manors of Walden	Smith James D		6111 LANDMARK DR	FORT WAYNE	46815	6111 Landmark Dr	Fort Wayne	IN	46815
02-08-28-178-009.000-072	Bullerman Park Forest Sec 1-2	Frost Ricky Jr		4040 VINELAND DR	FORT WAYNE	46815	4040 Vineland Dr	Fort Wayne	IN	46815
02-08-28-254-003.000-072	Oakhurst Park Sec I-V	Dorian Homes LLC		5530 LIONEL DR	FORT WAYNE	46815	1821 Clover Ln	Fort Wayne	IN	46808
02-08-28-184-015.000-072	Bullerman Park Forest Sec 1-2	Rayburn Michael G & Wasson	Danielle M	5423 TRIER RD	FORT WAYNE	46815	5423 Trier Rd	Fort Wayne	IN	46815
02-08-28-281-007.000-072	Willshire Estates Sec I-II	EDWARDS TAMARA B		3812 WILLSHIRE CT	FORT WAYNE	46815	3812 WILLSHIRE CT	FORT WAYNE	IN	46815-5329
02-08-28-405-010.000-072	Walden Sec I-II & Manors of Walden	NICHOLS PAUL B & CHERYL A CO-TRS		5824 ALCOT PL	FORT WAYNE	46815	5824 ALCOT PL	FORT WAYNE	IN	46815-6200
02-08-28-426-023.000-072	Walden Sec I-II & Manors of Walden	Lipp Paula B &	Neuenschwander AJ	6027 ANDRO RUN	FORT WAYNE	46815	6027 Andro Run	Fort Wayne	IN	46815
02-08-28-256-011.000-072	Oakhurst Park Sec I-V	JOHNSON BILLIE G & SHELBY		3917 OAKHURST DR	FORT WAYNE	46815	3917 OAKHURST DR	FORT WAYNE	IN	46815-5242
02-08-28-282-015.000-072	Willshire Estates Sec I-II	LoVerde Geoffrey E & Carmen		3811 WILLSHIRE ESTATES DR	FORT WAYNE	46815	3811 Willshire Estates Dr	Fort Wayne	IN	46815
02-08-28-256-015.000-072	Oakhurst Park Sec I-V	Spencer Brett & Amy		3827 OAKHURST DR	FORT WAYNE	46815	3827 Oakhurst Dr	Fort Wayne	IN	46815
02-08-28-252-006.000-072	Oakhurst Park Sec I-V	Hill Christopher L		3926 OAKHURST DR	FORT WAYNE	46815	3926 Oakhurst Dr	Fort Wayne	IN	46815
02-08-28-184-016.000-072	Bullerman Park Forest Sec 1-2	PERKEY HOWARD E & FRANCES M		5427 TRIER RD	FORT WAYNE	46815	5427 TRIER RD	FORT WAYNE	IN	46815-5103
02-08-28-426-008.000-072	St Joe / Ft Wayne - Newer 072	QHG OF FORT WAYNE INC	C/O BADEN TAX MANAGEMENT LLC	3717 MAPLECREST RD	FORT WAYNE	46815	PO BOX 8040	FORT WAYNE	IN	46898-8040
02-08-28-178-004.000-072	Bullerman Park Forest Sec 1-2	Olivarez Oscar		5424 HEWITT LN	FORT WAYNE	46815	5424 Hewitt Ln	Fort Wayne	IN	46815
02-08-28-426-013.000-072	Walden Sec I-II & Manors of Walden	Greene Ashley J		3625 DEER CV	FORT WAYNE	46815	3625 Deer Cv	Fort Wayne	IN	46815
02-08-28-280-006.000-072	Willshire Estates Sec I-II	BERNIER PENELOPE J & HOOKER JOYCE		3821 WILLSHIRE CT	FORT WAYNE	46815	3821 WILLSHIRE CT	FORT WAYNE	IN	46815-5329
02-08-28-254-005.000-072	Oakhurst Park Sec I-V	KAMMEYER RONALD F & SUE ANN		5618 LIONEL DR	FORT WAYNE	46815	5618 LIONEL DR	FORT WAYNE	IN	46815-5236
02-08-28-282-006.000-072	Willshire Estates Sec I-II	Roach Shannon M		3824 FINCHLEY CT	FORT WAYNE	46815	3824 Finchley Ct	Fort Wayne	IN	46815
02-08-28-256-023.000-072	Oakhurst Park Sec I-V	Chesnut Kyle W		3805 OAKHURST DR	FORT WAYNE	46815	3805 Oakhurst Dr	Fort Wayne	IN	46805
02-08-28-256-021.000-072	Oakhurst Park Sec I-V	FALKNER MELVIN L & MITZI J		3821 OAKHURST DR	FORT WAYNE	46815	3821 OAKHURST DR	FORT WAYNE	IN	46815-5240
02-08-28-251-015.000-072	Oakhurst Park Sec I-V	CARLILE BRENDA L		4013 OAKHURST DR	FORT WAYNE	46815	4013 OAKHURST DR	FORT WAYNE	IN	46815-5244
02-08-28-256-009.000-072	Oakhurst Park Sec I-V	HOUSER EVELYN L & RONALD DEAN		3808 WALDEN RUN	FORT WAYNE	46815	3808 WALDEN RUN	FORT WAYNE	IN	46815-5260
02-08-28-404-004.000-072	Walden Sec I-II & Manors of Walden	Knepper Kevin P		3716 WELL MEADOW PL	FORT WAYNE	46815	3716 Well Meadow Pl	Fort Wayne	IN	46815
02-08-28-426-002.000-072	St Joe / Ft Wayne - Newer 072	5928 Trier Road LLC		5928 TRIER RD (E OF)	FORT WAYNE	46815	5928 Trier Rd	Fort Wayne	IN	46815
02-08-28-406-001.000-072	St Joe / Ft Wayne - Newer 072	Indiana Michigan Power Company		5600 TRIER RD	FORT WAYNE	46815	Po Box 16428	Columbus	OH	43216
02-08-28-280-004.000-072	Willshire Estates Sec I-II	Loeffler Samuel J		3833 WILLSHIRE CT	FORT WAYNE	46815	3833 Willshire Ct	Fort Wayne	IN	46815
02-08-28-428-012.000-072	Walden Sec I-II & Manors of Walden	NASH ROGER D & LUANN E		6123 LOMBARD PL	FORT WAYNE	46815	6123 LOMBARD PL	FORT WAYNE	IN	46815-8416
02-08-28-251-016.000-072	Oakhurst Park Sec I-V	ERDMAN ERIC D & HEIDI M		4011 OAKHURST DR	FORT WAYNE	46815	4011 OAKHURST DR	FORT WAYNE	IN	46815-5244
02-08-28-401-002.000-072	Ag/Rural Res Homesites 01 072	Carriage Place Homes Inc		5612 TRIER RD	FORT WAYNE	46815	4208 Tifton Ct	Fort Wayne	IN	46835
02-08-28-281-003.000-072	Willshire Estates Sec I-II	Himmelhaver Jeanine R		3902 WILLSHIRE CT	FORT WAYNE	46815	3902 Willshire Ct	Fort Wayne	IN	46815
02-08-28-252-016.000-072	Oakhurst Park Sec I-V	RASOR JUSTIN E & DARCI L		3913 DARWOOD DR	FORT WAYNE	46815	3913 DARWOOD DR	FORT WAYNE	IN	46815-5212
02-08-28-183-006.000-072	Bullerman Park Forest Sec 1-2	Kaiser Karen E		3924 VINELAND DR	FORT WAYNE	46815	3924 Vineland Dr	Fort Wayne	IN	46815
02-08-28-282-016.000-072	Willshire Estates Sec I-II	Perez Sabrina L		3803 WILLSHIRE ESTATES DR	FORT WAYNE	46815	3803 Willshire Estates Dr	Fort Wayne	IN	46815
02-08-28-426-003.000-072	St Joe / Ft Wayne - Newer 072	Ye Susan & Li Panjian &	Tracey James B	6036 TRIER RD (W OF)	FORT WAYNE	46815	116 E Berry St Ste 1000 Lincoln Tower	Fort Wayne	IN	46802
02-08-28-127-025.000-072	Bullerman Park Forest Sec 1-2	05 Nation LLC		5425 HEWITT LN	FORT WAYNE	46815	425 W Williams St	Fort Wayne	IN	46802
02-08-28-256-002.000-072	Oakhurst Park Sec I-V	McGuire Eric Daniel		3924 WALDEN RUN	FORT WAYNE	46815	3924 Walden Run	Fort Wayne	IN	46815
02-08-28-255-006.000-072	Oakhurst Park Sec I-V	WILSON KIMBERLY A		3829 WALDEN RUN	FORT WAYNE	46815	3829 WALDEN RUN	FORT WAYNE	IN	46815-5259
02-08-28-251-013.000-072	Oakhurst Park Sec I-V	ENGELHARDT SCOTT		5711 LIONEL DR	FORT WAYNE	46815	5711 LIONEL DR	FORT WAYNE	IN	46815-5237
02-08-28-282-007.000-072	Willshire Estates Sec I-II	Pyle Ashley N		3814 FINCHLEY CT	FORT WAYNE	46815	3814 Finchley Ct	Fort Wayne	IN	46815
02-08-28-403-004.000-072	Walden Sec I-II & Manors of Walden	MALMQUIST LESTER & EDNA M		3704 WALDEN RUN	FORT WAYNE	46815	3704 WALDEN RUN	FORT WAYNE	IN	46815-6174
02-08-28-183-003.000-072	Bullerman Park Forest Sec 1-2	KLOSOWSKI JAMES M &	CHRISTINE M	3942 VINELAND DR	FORT WAYNE	46815	3942 VINELAND DR	FORT WAYNE	IN	46815-5155
02-08-28-254-002.000-072	Oakhurst Park Sec I-V	Hood Jacob Ryan		5524 LIONEL DR	FORT WAYNE	46815	5524 Lionel Dr	Fort Wayne	IN	46815
02-08-28-253-007.000-072	Oakhurst Park Sec I-V	Wixom Michael G & Barbara J		3924 DARWOOD DR	FORT WAYNE	46815	3924 Darwood Dr	Fort Wayne	IN	46815
02-08-28-183-005.000-072	Bullerman Park Forest Sec 1-2	MANN JASON M & ANGELA L		3930 VINELAND DR	FORT WAYNE	46815	3930 VINELAND DR	FORT WAYNE	IN	46815-5155
02-08-28-404-001.000-072	Walden Sec I-II & Manors of Walden	Sinclair Robert L		3734 WELL MEADOW PL	FORT WAYNE	46815	3734 Well Meadow Pl	Fort Wayne	IN	46815
02-08-28-252-001.000-072	Oakhurst Park Sec I-V	Vyain Kara		4014 OAKHURST DR	FORT WAYNE	46815	4014 Oakhurst Dr	Fort Wayne	IN	46815
02-08-28-282-013.000-072	Willshire Estates Sec I-II	Wilcox Jessica		3829 WILLSHIRE ESTATES DR	FORT WAYNE	46815	3829 Willshire Estates Dr	Fort Wayne	IN	46815
02-08-28-403-013.000-072	Walden Sec I-II & Manors of Walden	WALDEN COMMUNITY ASSOCIATION	INC	3711 WELL MEADOW PL	FORT WAYNE	46815	PO BOX 15034	FORT WAYNE	IN	46885-5034
02-08-28-252-002.000-072	Oakhurst Park Sec I-V	FREYGANG MICHAEL G &	KIMBERLY K	4010 OAKHURST DR	FORT WAYNE	46815	4010 OAKHURST DR	FORT WAYNE	IN	46815-5245
02-08-28-403-014.000-072	Walden Sec I-II & Manors of Walden	MOMENEE GARY R & DEBORAH K		3707 WELL MEADOW PL	FORT WAYNE	46815	3707 WELL MEADOW PL	FORT WAYNE	IN	46815-6250
02-08-28-281-010.000-072	Willshire Estates Sec I-II	Turriff William T & Cynthia A		3919 FINCHLEY CT	FORT WAYNE	46815	3919 Finchley Ct	Fort Wayne	IN	46815-5354
02-08-28-178-010.000-072	Bullerman Park Forest Sec 1-2	CHAYKA LEONARD M & JANIS M		4032 VINELAND DR	FORT WAYNE	46815	4032 VINELAND DR	FORT WAYNE	IN	46815-5164
02-08-28-256-018.000-072	Oakhurst Park Sec I-V	Heaton Jeffrey A & Shalna L		3813 DARWOOD CT	FORT WAYNE	46815	3813 Darwood Ct	Fort Wayne	IN	46815
02-08-28-254-006.000-072	Oakhurst Park Sec I-V	SCHWAB CHARLES R & RENAE S		3927 WALDEN RUN	FORT WAYNE	46815	3927 WALDEN RUN	FORT WAYNE	IN	46815-5261
02-08-28-426-005.000-072	St Joe / Ft Wayne - Newer 072	NORTH AMERICAN PHILIPS	FEDERAL CREDIT UNION	6116 TRIER RD	FORT WAYNE	46815	1330 DIRECTORS ROW	FORT WAYNE	IN	46808-1274
02-08-28-426-016.000-072	Walden Sec I-II & Manors of Walden	LOTHAMER DAVID J & LINDA S		3614 DEER CV	FORT WAYNE	46815	3614 DEER CV	FORT WAYNE	IN	46815-8404
02-08-28-281-001.000-072	Willshire Estates Sec I-II	Michael Desiree L		3918 WILLSHIRE CT	FORT WAYNE	46815	3918 Willshire Ct	Fort Wayne	IN	46815
02-08-28-428-018.000-072	Walden Sec I-II & Manors of Walden	Merle Mark & Dana		6233 LOMBARD PL	FORT WAYNE	46815	6233 Lombard Pl	Fort Wayne	IN	46815
02-08-28-428-009.000-072	Walden Sec I-II & Manors of Walden	BENNETT SEAN P & SAMANTHALYNN F		6236 LANDMARK DR	FORT WAYNE	46815	6236 LANDMARK DR	FORT WAYNE	IN	46815-8408
02-08-28-257-001.000-072	Oakhurst Park Sec I-V	ROBERTS THERESA E		5910 BRIAN DR	FORT WAYNE	46815	5910 BRIAN DR	FORT WAYNE	IN	46815-5311
02-08-28-253-004.000-072	Oakhurst Park Sec I-V	Pepple James R		4014 DARWOOD DR	FORT WAYNE	46815	4014 Darwood Dr	Fort Wayne	IN	46815
02-08-28-256-019.000-072	Oakhurst Park Sec I-V	Heaton Jacob		3810 DARWOOD CT	FORT WAYNE	46815	3810 Darwood Ct	Fort Wayne	IN	46815
02-08-28-428-007.000-072	Walden Sec I-II & Manors of Walden	OCHOA ANTHONY O & DAWN R		6218 LANDMARK DR	FORT WAYNE	46815	6218 LANDMARK DR	FORT WAYNE	IN	46815-8408
02-08-28-280-003.000-072	Willshire Estates Sec I-II	Sumwalt Kimberly		3903 WILLSHIRE CT	FORT WAYNE	46815	3903 Willshire Ct	Fort Wayne	IN	46815
02-08-28-403-009.000-072	Walden Sec I-II & Manors of Walden	NEDDEFF JAMES K & JULIE A		3731 WELL MEADOW PL	FORT WAYNE	46815	3731 WELL MEADOW PL	FORT WAYNE	IN	46815-6250
02-08-28-254-007.000-072	Oakhurst Park Sec I-V	Osmanovic Fatima		3921 WALDEN RUN	FORT WAYNE	46815	3921 Walden Run	Fort Wayne	IN	46815
02-08-28-253-008.000-072	Oakhurst Park Sec I-V	AFFOLDER MARK E & ALICE M		3922 DARWOOD DR	FORT WAYNE	46815	3922 DARWOOD DR	FORT WAYNE	IN	46815-5213
02-08-28-251-006.000-072	Oakhurst Park Sec I-V	Peake Vicki R		5810 MONTAVILLA DR	FORT WAYNE	46815	5810 Montavilla Dr	Fort Wayne	IN	46815
02-08-28-256-003.000-072	Oakhurst Park Sec I-V	LAPACEK GEORGE F & SHARON J		3918 WALDEN RUN	FORT WAYNE	46815	3918 WALDEN RUN	FORT WAYNE	IN	46815-5262
02-08-28-255-008.000-072	Oakhurst Park Sec I-V	Short Sally Jo		3817 WALDEN RUN	FORT WAYNE	46815	3817 Walden Run	Fort Wayne	IN	46815
02-08-28-426-007.000-072	St Joe / Ft Wayne - Newer 072	TRIER ROAD MEDICAL CENTER LLC		6130 TRIER RD	FORT WAYNE	46815	6130 TRIER RD	FORT WAYNE	IN	46815-5339

02-08-28-428-016.000-072	Walden Sec I-II & Manors of Walden	Seyring Stephanie E	6213 LOMBARD PL	FORT WAYNE	46815	6213 Lombard Pl	Fort Wayne	IN	46815
02-08-28-256-007.000-072	Oakhurst Park Sec I-V	BDP Properties LLC	3820 WALDEN RUN	FORT WAYNE	46815	9511 Poplar Creek Pl	Leo	IN	46765
02-08-28-184-008.000-072	Bullerman Park Forest Sec 1-2	Staller Megan S	5434 LAWFORD LN	FORT WAYNE	46815	5434 Lawford Ln	Fort Wayne	IN	46815
02-08-28-184-018.000-072	Bullerman Park Forest Sec 1-2	Huttinger Thomas	5507 TRIER RD	FORT WAYNE	46815	5507 Trier Rd	Fort Wayne	IN	46815
02-08-28-254-008.000-072	Oakhurst Park Sec I-V	LILLIAN ENTERPRISE LLC	5603 KOHART PL	FORT WAYNE	46815	PO BOX 585	WINONA LAKE	IN	46590-0585
02-08-28-280-002.000-072	Willshire Estates Sec I-II	WHITE THOMAS J & ELLEN KAY	3911 WILLSHIRE CT	FORT WAYNE	46815	3911 WILLSHIRE CT	FORT WAYNE	IN	46815-5353
02-08-28-428-017.000-072	Walden Sec I-II & Manors of Walden	ROBINSON MARION L & BRENDA L	6223 LOMBARD PL	FORT WAYNE	46815	6223 LOMBARD PL	FORT WAYNE	IN	46815-8409
02-08-28-403-016.000-072	Walden Sec I-II & Manors of Walden	WALDEN MARK J & EMILY M	5812 ALCOT PL	FORT WAYNE	46815	5812 ALCOT PL	FORT WAYNE	IN	46815-6200
02-08-28-183-007.000-072	Bullerman Park Forest Sec 1-2	Schiffli Dee Dee	3916 VINELAND DR	FORT WAYNE	46815	3916 Vineland Dr	Fort Wayne	IN	46815
02-08-28-251-008.000-072	Oakhurst Park Sec I-V	Bradtmueller Jared W & Jennifer R	5521 LIONEL DR	FORT WAYNE	46815	5521 Lionel Dr	Fort Wayne	IN	46815
02-08-28-426-022.000-072	Walden Sec I-II & Manors of Walden	WILKENING DAVID R & DAWN E	6021 ANDRO RUN	FORT WAYNE	46815	6021 ANDRO RUN	FORT WAYNE	IN	46815-8402
02-08-28-405-004.000-072	Walden Sec I-II & Manors of Walden	MORRICAL TIMOTHY W & RITA A	3720 OAKHURST DR	FORT WAYNE	46815	3720 OAKHURST DR	FORT WAYNE	IN	46815-6237
02-08-28-404-002.000-072	Walden Sec I-II & Manors of Walden	BIXLER JOHN L & TERRI A	3728 WELL MEADOW PL	FORT WAYNE	46815	3728 WELL MEADOW PL	FORT WAYNE	IN	46815-6250
02-08-28-428-003.000-072	Walden Sec I-II & Manors of Walden	Metzler Brandon & Christoffel Kelley	6120 LANDMARK DR	FORT WAYNE	46815	6120 Landmark Dr	Fort Wayne	IN	46815
02-08-28-281-006.000-072	Willshire Estates Sec I-II	Foerman David J	3818 WILLSHIRE CT	FORT WAYNE	46815	4 Saint Emily Dr	Huntington	IN	46750
02-08-27-301-002.001-072	St Joe / Ft Wayne - Newer 072	Fort Wayne City Of	MAPLECREST RD	FORT WAYNE	46815	200 E Berry St	Fort Wayne	IN	46802
02-08-28-426-008.001-072	St Joe / Ft Wayne - Newer 072	Fort Wayne City Of	MAPLECREST RD	FORT WAYNE	46815	200 E Berry St	Fort Wayne	IN	46802
02-08-28-184-007.000-072	Bullerman Park Forest Sec 1-2	Blair Diane M	5426 LAWFORD LN	FORT WAYNE	46815	5426 Lawford Ln	Fort Wayne	IN	46815
02-08-28-426-032.001-072	St Joe / Ft Wayne - Newer 072	Fort Wayne City Of	MAPLECREST RD	FORT WAYNE	46815	200 E Berry St	Fort Wayne	IN	46802
02-08-27-301-001.001-072	St Joe / Ft Wayne - Newer 072	Fort Wayne City Of	MAPLECREST RD	FORT WAYNE	46815	200 E Berry St	Fort Wayne	IN	46802

A RESOLUTION OF THE FORT WAYNE BOARD OF STORMWATER MANAGEMENT CLASSIFYING A REGULATED DRAIN AS A DRAIN IN NEED OF RECONSTRUCTION AND REFERRING THE MATTER FOR FURTHER REVIEW

Resolution # 106-4-23-19-2

WHEREAS, on December 18, 2018, the Fort Wayne Board of Stormwater Management ("Board") acquired jurisdiction over the Pierson Drain No. 2, Drain # 13-04-300, pursuant to Ind. Code § 36-9-27-20; and

WHEREAS, under Ind. Code § 36-9-27-34, each drain governed by the Indiana Drainage Code, Ind. Code § 36-9-27 *et seq.* shall be classified as a drain in need of reconstruction, a drain in need of periodic maintenance, or a drain that should be vacated; and

WHEREAS, the Fort Wayne Stormwater Engineering Department has identified the Pierson Drain No. 2 as a regulated drain in need of partial reconstruction based on the criteria set forth in Ind. Code § 36-9-27-34(b); and

WHEREAS, Pursuant to Ind. Code § 36-9-27-49, the Board desires to proceed with obtaining a reconstruction report, which shall include the best and cheapest method of reconstructing the drain so that it will adequately drain all affected land.

NOW, THEREFORE, IT IS RESOLVED BY THE FORT WAYNE BOARD OF STORMWATER MANAGEMENT AS FOLLOWS:

1. The Board finds that the Pierson Drain No. 2, Drain # 13-04-300 is a drain in need of partial reconstruction.

2. The Board hereby refers this matter to the Fort Wayne Stormwater Engineering Department to prepare a reconstruction report, which shall outline the best and cheapest method of reconstructing the drain so that it will adequately drain all affected land.

3. The Fort Wayne Stormwater Engineering Department shall also prepare any necessary surveys, maps, profiles, plans and specifications for the reconstruction project and shall obtain an estimate of the cost for the reconstruction work.

4. Upon filing of the reconstruction report, the Board will proceed in accordance with Ind. Code § 36-9-27-49 through Ind. Code § 36-9-27-52.

APPROVED this 23rd day of April 2019.

FORT WAYNE BOARD OF STORMWATER MANAGEMENT

Matthew A. Wirtz, Chair

Shan Gunawardena, Member

Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Date: 4.23.19

IMPROVEMENT RESOLUTION NO. 0331D

Alley R00284 North - South Wells St, Cass St, Third St, Fourth St.
WORK ORDER NO. 0331D

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Removal of existing North-South alleyway, construct new concrete alleyway and restoration of disturbed areas.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 30th day of April, 2019.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

CLINTON AND EDGEWOOD
WATER MAIN REPLACEMENT PHASE 2
RESOLUTION NO. 66887

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Installation of approximately 500 feet of 6" and 3000' of 8" HDPE pipe by horizontal directional drilling, along with associated hydrants, valves, and other appurtenances.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **CLINTON AND EDGEWOOD WATER MAIN REPLACEMENT PHASE 2.**

Declares the cost of the said improvements shall be paid by the funds from water revenue.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associate with this project.

Declares the engineer's estimate of the project's total cost is $803,000.

APPROVED THIS 30th DAY OF April, 2019.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, ~~Chairman~~

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

EMERGENCY RESOLUTION NUMBER 106-4-30-19-1
3700 BLOCK OF TILLMAN ROAD SANITARY SEWER EMERGENCY REPAIR

WHEREAS, a section of an existing 21" RCP sanitary sewer has partially collapsed on the north side of Tillman Road and;

WHEREAS, said collapse could not reasonably be foreseen and requires immediate action to return the sewer to normal flow capacity, and;

WHEREAS, repair of the combination sewer is beyond the capability of the Water Pollution Control Maintenance Department to perform, and;

WHEREAS, Bercot, Inc., T&E, Inc., Lawnscape, Inc., API, Inc., and Crosby Excavating, Inc. are invited to submit quotes on the repair, and;

WHEREAS, the cost of said repairs could exceed Twenty FiveThousand Dollars and Zero Cents, ($25,000.00).

NOW, THEREFORE, the Board of Public Works hereby declares an emergency exists for said sewer repairs and orders the Purchasing Department to issue and **EMERGENCY PURCHASE ORDER TO THE CONTRACTOR CHOSEN FOR SAID REPAIRS.**

APPROVED this 30th day of April ,2019.

BOARD OF PUBLIC WORKS

By _____
Shan Gunawardena, Chair

By _____
Kumar Menon, Member

By _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0036S

Washington/ Jefferson Blvd @ Swinney Park Sidewalk Project Phase 1
WORK ORDER NO. 0036S

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Construction of new sidewalk with ADA compliant curb ramps along the south side of Jefferson Blvd from the St. Marys River bridge to Garden Street and a sidewalk connection on the west side of the bridge down to the existing trail along the river. This will also involve removal of a portion of the existing pavement, construction of new curb and gutter along both sides of Jefferson Blvd. from the St. Marys River bridge to Garden Street, storm sewer improvements on the south side of the roadway, curb turnouts along with a new proposed ditch line on the north side of the roadway. Removal and replacement of the existing street lighting, removal of the existing jersy barrier on the north side of the road and east side of Garden Street, installation of new decorative concrete barriers and milling/ repaving of the roadway. Restoration of distrubed areas.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 7th day of May, 2019.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0329C

Oakmont Concrete Street Repairs
WORK ORDER NO. 0329C

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Oakmont subdivision by reconstructing residential concrete streets, installing ADA curb ramp, sidewalk, and concrete curb Type "I-B" with subsurface drainage. Some Partial Depth Joint Repair will be performed on limited existing concrete joints.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 7th day of May, 2019.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0353D

Alley R01386 R01401-10 EW,NS Fairfield, Hoagland, Dewald, Creighton
WORK ORDER NO. 0353D

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

The East-West alley from Fairfield Ave to Hoagland Ave and North-South alley from previously mentioned alley to W Dewald Street by removal and reconstruction of the concrete alley including replacing castings, alley approaches, pavement, and necessary sidewalk.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 7th day of May, 2019.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

ST. JOE DAM PUMP #2 IMPROVEMENTS
RESOLUTION NO. 66451

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

The improvements to the St Joe Dam Pump #2 generally include the removal and refurbishment of the 1,250 horsepower Pump #2 motor, removal and replacement 30 inch discharge piping and valve, installation of new medium voltage variable frequency drive, installation of new control panel, new HVAC equipment in the electrical building, and all associated appurtenances to the associated systems.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **St. Joe Dam Pump #2 Improvements Project**.

Declares the cost of the said improvements shall be paid by the funds from public funds Fort Wayne Water Utility, State Revolving Fund.

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $2,137,000.00

APPROVED THIS 7th DAY OF May, 2019.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

FAIRFIELD DITCH IMPROVEMENTS – PHASE I
RESOLUTION NO. 83635

RESOLUTION BY THE BOARD OF STORMWATER MANAGEMENT of the City of Fort Wayne, Indiana that:

Orders the installation of approximately 700 LF along the Fairfield Ditch, upstream of the Belle Vista Bridge Crossing. Work includes regrading the streambank, installing turf reinforced mats, native plantings and stabilizing the channel toe. Additionally work includes restoration of the existing berm that parallels the stream by stabilizing with a clay core and leveling the top.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Fairfield Ditch Improvements – Phase I.

Declares the cost of the said improvements shall be paid by the funds from public funds Fort Wayne Stormwater Utility (Revenue Bond).

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $660,500.00.

APPROVED THIS 7th DAY OF May, 20 19.

BOARD OF STORMWATER MANAGEMENT

BY: _____
Matthew A. Wirtz, Chair

BY: _____
Shan Gunawardena, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0034A

Goshen Avenue Reconstruction
WORK ORDER NO. 0034A

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Goshen Avenue from State Street to Cambridge Blvd. by adding new curbs, sidewalks, drive approaches, ADA ramps, storm sewers and a roundabout at the intersection of Goshen Ave. and Sherman Blvd. The project will also include milling of the existing asphalt surface and a new overlay of asphalt. Following the installation of the new infrastructure the project will include restoration of all areas disturbed with new topsoil and grass.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 14th day of May, 2019

BOARD OF PUBLIC WORKS

Shan Gunawardena, Chairman

Kumar Menon, Member

Mike Avila, Member

ATTEST:
Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0326A

2019 Resurface Package Southeast
WORK ORDER NO. 0326A

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Street Resurfacing in Council 6 by milling and resurfacing 1-4 inches of pavement, furnish and adjust castings, new pavement markings, and signal loop work.

Street	FROM	TO
Decatur Road	U.S. 27	Southview Ave
Hanna	Rudisill	Decatur Rd
East Maple Grove	Gaywood Drive	Oliver St
Oliver St	Senate	E. Maple Grove
Capitol	Gaywood Drive	Oliver St
McKinnie Ave.	South Calhoun	S. Anthony
E. Sherwood Terr.	Hanna	Spatz
Bowser	Capitol	McKinnie
Senate	Hanna	Spatz
Lumbard	New Haven Ave.	Maumee
Gaywood	Mc Kinnie	Pettit
Smith	E. Maplegrove Ave.	Pettit
Roy	Wayne Trace	New Haven Ave.
Warsaw	Dewald	Agnes
Warsaw	Hamilton	Rudisill
Warsaw	McKinnie Ave.	Congress
S. Anthony	Wayne Trace	Rail Road

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 14th day of May, 2019

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0332D

Alley R00173 East-West: State Blvd, Lynn Ave, Carew St, Rolston St
WORK ORDER NO. 0332D

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

East-West alley between State Blvd and Lynn Ave from Carew St to Rolston St by removal and reconstruction of the existing concrete alley.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 14th day of May, 2019.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:
Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0385S

Decatur Road Sidewalk Connection, Phase 2
WORK ORDER NO. 0385S

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Construction of new sidewalk on the west side of Decatur Road from Gable Road to 600' north of Gable Road. Re-profiling and extending the existing ditch line. Improving storm infrastructure by replacing culvert pipes in the new proposed ditch line and ADA compliant curb ramps.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 14th day of May, 2019.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0394D

Alley (R00815/R00860) E. Suttenfield, E. Woodland, S. Calhoun, S. Clinton
WORK ORDER NO. 0394D

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

The north-south and east-west alley bound by E. Suttenfield St., E. Woodland Ave., S. Calhoun St., and S. Clinton St. by removal and reconstruction of the existing concrete alley.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 14th day of May, 2019.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

CHEMICAL CONTROL ROOM IMPROVEMENTS
RESOLUTION NO. 66578

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

The Project includes improvements to the existing Chemical Control Room in the Three Rivers Filtration Plant. Two existing control panels and an existing Programmable Logic Controller (PLC) will be replaced with a new PLC and local control panel, with existing equipment/instrumentation I/O being replaced with new conduits and cables for the new PLC. In addition, new walls will be installed to subdivide the existing room into two rooms: a Server/Network Room and a Operator Control Room. A new network panel, server panel, and workstation panel will be installed in the Server/Network Room. New lighting and HVAC are included to serve the two new rooms, along with roof improvements to support the HVAC equipment.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Chemical Control Room Improvements.

Declares the cost of the said improvements shall be paid by the funds from public funds Fort Wayne Water Utility Revenue.

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $1,368,000.00.

APPROVED THIS 14th DAY OF May, 20 19.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

SCHELE AND RAYMOND
WATER MAIN REPLACEMENT
RESOLUTION NO. 66810

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Installation of 5,100 feet of 6" HDPE pipe via horizontal directional drilling, along with associated hydrants, valves, and other appurtenances.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **SCHELE AND RAYMOND WATER MAIN REPLACEMENT.**

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Water Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associated with this project.

Declares the engineer's estimate of the project's total cost is $723,000.

APPROVED THIS 14th DAY OF May, 2019.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chairman

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

LEAD SERVICE LINE REPLACEMENT PILOT
RESOLUTION NO. 66824

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Includes the installation of 8 HDPE service lines from the water main to inside the homes.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **LEAD SERVICE LINE REPLACEMENT PILOT.**

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Water Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there is no cost associated with the purchase of any land associated with this project.

Declares the engineer's estimate of the project's total cost is $70,000.00.

APPROVED THIS 14th DAY OF May, 2019.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chairman

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

CU 5.14.19

A RESOLUTION OF THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, APPROVING THE PAYMENT OF THE REVISED FINAL JUDGMENT FOR THE JUDICIAL CONDEMNATION OF CERTAIN REAL PROPERTY FOR USE BY THE CITY OF FORT WAYNE, INDIANA, FOR THE CONSTRUCTION OF THE THREE RIVERS PROTECTION AND OVERFLOW REDUCTION TUNNEL

RESOLUTION NUMBER 106-5-14-19-1

WHEREAS, the City of Fort Wayne, City Utilities (the "City") has exercised its power of eminent domain to acquire a fee simple interest in certain real property, located at 800 Glasgow Avenue, in Fort Wayne, Indiana, more particularly described and depicted in Exhibit 1 attached hereto (the "Property"), owned by Property Max MMXIV, LLC ("Property Max"), using the process of judicial condemnation set forth by Indiana Code section 32-24-1; and

WHEREAS, the Property needed to be acquired to serve as the location of the City's base of operations to launch a tunnel boring machine and construct the Three Rivers Protection and Overflow Reduction Tunnel ("3RPORT") project, undertaken by the City to implement a combined sewer overflow long-term control plan to bring the City into compliance with the Consent Decree that the City entered into with U.S. Environmental Protection Agency, the U.S. Department of Justice, and the Indiana Department of Environmental Management; and

WHEREAS, in 2016 the City thus filed a pair of complaints (one for each adjoining parcel being acquired) for condemnation in the Allen Circuit Court, causes numbered 02C01-16-04-PL-00218 and 02C01-16-03-PL-000158, consolidated for hearing by the Court (the "Condemnation Action"); and

WHEREAS, on March 20, 2017, the City deposited two checks to the Clerk of the Allen Circuit Court, in the amounts of $252,500 and $20,000, pursuant to the assessments of the Property's fair market value made by a panel of disinterested appraisers appointed by the Court under Indiana Code sections 32-24-1-9 et seq., (the "Court Deposit"); and

WHEREAS, on June 8, 2018, Property Max withdrew the amount of $252,500 from the Court Deposit; and

WHEREAS, on March 14, 2019, following a jury verdict, the Court awarded damages to Property Max in the amounts of $380,000 and $20,000; and

WHEREAS, on May 2, 2019, the Court entered a revised judgment in the Condemnation Action, attached as Exhibit 2 attached hereto, accounting for Property Max's withdrawal of funds and adding statutory interest to the initial judgment, thus ordering the City to pay the amounts of $127,500 (plus $46,201.18 statutory interest) and $20,000 (plus $3,384.23 statutory interest) to Property Max (excluding daily interest, which the City's counsel has agreed to advance).

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, AS FOLLOWS:

The City shall issue two separate checks, payable in the amounts of **$173,701.18** and **$23,384.23**, toward satisfaction of the May 2, 2019 final revised judgment in the Condemnation Action.

APPROVED this 14th day of May, 2019.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____ 5.14.19
Michelle Fulk-Vondran, Clerk

Prepared by: Seth Weinglass, City Utilities, Program Manager – Capital Project Services

ACKNOWLEDGEMENT

STATE OF INDIANA)
) **SS**
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State personally appeared Shan Gunawardena, Kumar Menon, and Mike Avila, as Members of the Board of Public Works of the City of Fort Wayne, and Michelle Fulk-Vondran, Clerk, and acknowledged the execution of the foregoing contract as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 14th day of May, 2019.

My Commission Expires:
12/02/2020

Notary Public _____

Resident of Allen County

Lindsay K Haggerty
Printed Name of Notary

Lindsay K Haggerty
Notary Public Seal State of Indiana
Allen County
My Commission Expires 12/02/2020

PROPERTY OWNER NAMES AND MAILING ADDRESSES:

Former owner: Property Max MMXIV LLC
Mailing Address: 2042 Broadway
Fort Wayne, IN 46802

AFFECTED PROPERTY ADDRESS: 800 Glasgow Ave., Fort Wayne, IN 46803

LAST DEEDS OF RECORD:

Allen County Recorder's deed reference numbers:
2015058243 (Tax parcel no. 02-13-06-327-005.000-074)
2016006732 (Tax parcel no. 02-13-06-326-001.000-074)
[Scale drawing and full legal descriptions attached on following pages.]

INTERESTS TO BE ACQUIRED: Fee simple for all of both lots.

Complaints for Condemnation

Cause No. 02C01-16-04-PL000218

Cause No. 02C01-16-03-PL000158

This drawing was prepared by GAI Consultants under the direction of Davis G. Croft P.S., and is based on deed and plat records only and does not represent a survey performed on the ground. This drawing is not intended to be represented as a retracement or original boundary survey, a route survey, or a Surveyor Location Report.

NORTH

GRAPHIC SCALE

REVISIONS			
No.	Date		Approved by

Design by		Date	JULY 2016
Drawn by	MWM	Job No.	D151715.05
Checked by	DGC	Division Head	SH

gai consultants

1502 MAGNAVOX WAY
FORT WAYNE, IN 46804
260.969.8800 • Fax 260.969.8888

3RPORT PROJECT
FORT WAYNE, INDIANA

PROPERTY EXHIBIT

Scale: 1" = 60'	
Drawing No.	Exhibit
Sheet	1
Of	1

EXHIBIT "A"

Lots Numbered 159 thru 170, inclusive, and the South 38 feet of Lot Number 171, and Lots numbered 230 thru 241, inclusive, together with the vacated North-South alley that lies between Lots numbered 159 to 168 and Lots numbered 230 to 239, and the vacated East-West alley that lies between Lot Number 162 and Lot Number 163 and Lot Number 233 and Lot Number 234, as vacated by Declaratory Resolution 686-1936 and the vacated alley that lies between Lots numbered 168 and 169 and Lots numbered 239 and 240 and the vacated alley that lies between Lots numbered 169 and 170 and 240 and 241 and the East half of vacated alley adjoining Lot Number 171 on the West as vacated by General Ordinance No. G-23-77, all in White's Fourth Addition to the City of Fort Wayne, according to the plat thereof, as recorded in Deed Record 60, page 476.

Together With:

A parcel of land located in the Southwest Quarter of Section 6, Township 30 North, Range 13 East, Allen County, Indiana, lying West of White's Fourth Addition to the City of Fort Wayne, North of the New York, Chicago and St. Louis railroad (now the Norfolk & Western railroad), South of the Maumee River and East of Walton Avenue (now Anthony Boulevard), more particularly described as follows, to-wit:

Beginning at the Northwest corner of Lot Number 241 in White's Fourth Addition to the City of Fort Wayne, as recorded in Deed Record 60, page 476, Allen County Recorder's Office; thence Southerly along the East right-of-way line of vacated Sand street in said addition (said Sand street vacated 6/77 by General Ordinance G-23-77), a distance of 505.00 feet to the Southwest corner of Lot Number 230 in said addition; thence Westerly by a deflection right of 61 degrees 41 minutes 16 seconds, a distance of 56.79 feet to a point on the Northerly right-of-way line of the Norfolk & Western railroad (formerly the New York, Chicago & St. Louis railroad); thence along said right-of-way as found on station map lands, the N.Y.C. & St. L.R.R. Co., Fort Wayne Div., Sta. 19439+20 to Sta. 19465+60, dated December 31, 1927, sheet S-L2A of V-2, Ind., by a deflection right of 20 degrees 14 minutes 25 seconds, a distance of 49.08 feet; thence continuing along said right-of-way by a deflection left of 7 degrees 48 minutes 39 seconds, a distance of 104.92 feet, thence continuing along said right-of-way by a deflection left of 3 degrees 40 minutes 50 seconds, a distance of 104.15 feet; thence continuing along said right-of-way by a deflection left of 9 degrees 28 minutes 05 seconds, a distance of 404.30 feet; thence continuing along said right-of-way by a deflection right of 1 degree 22 minutes 21 seconds, a distance of 400.76 feet to a point on the Easterly right-of-way line of Anthony Boulevard (formerly Walton Avenue), as now established; thence Northerly along said East right-of-way line of Anthony Boulevard by a deflection right of 88 degrees 14 minutes 24 seconds, a distance of 37.00 feet to a point on the South bank of the Maumee River; thence Easterly along a meander line along the South bank of said river by a deflection right 92 degrees 45 minutes 18 seconds, a distance of 394.92 feet to an iron pin set (all iron pins set by this survey are 1/2 inch diameter by 18 inches long); thence continuing along a meander line by a deflection left of 12 degrees 26 minutes 08 seconds, a distance of 182.31 feet to an iron pin set; thence continuing along a meander line by a deflection left of 12 degrees 58 minutes 39 seconds, a distance of 163.45 feet to an iron pin set; thence continuing along a meander line by a deflection left of 16 degrees 06 minutes 39 seconds, a distance of 131.30 feet to an iron pin set; thence continuing along a meander line by a deflection right of 7 degrees 38 minutes 41 seconds, a distance of 210.15 feet to an iron pin set; thence continuing along a meander line by a deflection right of 9 degrees 35 minutes 18 seconds, a distance of 211.82 feet to an iron pin set; thence continuing along a meander line by a deflection left of 10 degrees 50 minutes 29 seconds, a distance of 125.89 feet; thence continuing along a meander line along said South river bank by a deflection right of 25 degrees 49 minutes 54 seconds, a distance of 73.33 feet to a point on the centerline of vacated Sand street; thence Southerly along the centerline of said vacated sand street by a deflection right of 125 degrees 57 minutes 52 seconds, a distance of 92.12 feet to an iron pin set on the Westerly extension of the North line of Lot Number 241 and 25.00 feet West of the Northwest corner of said Lot Number 241; thence Easterly by a deflection left of 90 degrees 00 minutes, a distance of 25.00 feet to the point of beginning, containing 4.81 acres of land, more or less.

Allen County Recorder Document #: 2013002722
Allen County Recorder Document #: 2016006732

EXHIBIT 2
Revised Final Judgment Entered May 2, 2019

STATE OF INDIANA	)	IN THE ALLEN CIRCUIT COURT
	) SS:	
COUNTY OF ALLEN	)	CAUSE NO. 02C01-1603-PL-158

CITY OF FORT WAYNE, INDIANA,	)	
	)	
Plaintiff,	)	
	)	
vs.	)	
	)	Consolidated with Cause No.:
PROPERTY MAX MMXIV, LLC,	)	02C01-1604-PL-218
	)	
Defendant.	)	

ORDER GRANTING DEFENDANT'S MOTION TO CORRECT ERRORS AND ENTRY OF REVISED FINAL JUDGMENTS

This matter comes before the Court on Defendant Property Max MMXIV, LLC's Motion to Correct Errors filed on April 12, 2019. On April 15, 2019, Plaintiff City of Fort Wayne, Indiana filed its Response to Defendant's Motion to Correct Errors. Therein, Plaintiff informed the Court that it does not object to Defendant's Motion and agrees with the relief being sought. The Court, being fully advised in the premises, now issues the following Order:

1. On March 20, 2017, Plaintiff deposited a Court award of $252,500.00 with the Clerk of the Court for the "Building Parcel" related to Cause No. 02C01-1603-PL-158. This Court award was withdrawn by Defendant on June 8, 2018.

2. On March 20, 2017, Plaintiff deposited a Court award of $20,000.00 with the Clerk of the Court for the "Bare Land Parcel" related to Cause No. 02C01-1604-PL-218. This Court award has not been withdrawn by Defendant.

3. On March 14, 2019, the Court entered a Civil Jury Trial Order. Defendant was awarded damages for the taking of the "Building Parcel" in the amount of $380,000.00. Defendant was awarded damages for the taking of the "Bare Land Parcel" in the amount of $20,000.00. Interest owed by Plaintiff to Defendant was not included in either award.

4. Under I.C. § 32-24-1-11(6):

> In any trial of exceptions, the court or jury shall compute and allow interest at an annual rate of eight percent (8%) on the amount of a defendant's damages from the date plaintiff takes possession of the property. Interest may not be allowed on any money paid by the plaintiff to the circuit court clerk:
>
> (A) after the money is withdrawn by the defendant; or
>
> (B) that is equal to the amount of damages previously offered by the plaintiff to any defendant and which amount can be withdrawn by the defendant without filing a written undertaking or surety with the court for the withdrawal of that amount.

5. With respect to the "Building Parcel," the Court enters a revised Final Judgment in the amount of $127,500.00. This figure represents the $252,500.00 credit for the funds withdrawn by Defendant from the $380,000.00 jury verdict. Additionally, the Court awards statutory interest through and including May 2, 2019 in the amount of $46,201.18, along with a statutory interest of $27.95 per diem after May 2, 2019 until the Judgment is paid.

6. With respect to the "Bare Land Parcel," the Court enters a revised Final Judgment in the amount of $20,000.00. Additionally, the Court awards statutory interest through and including May 2, 2019 in the amount of $3,384.23, along with a statutory interest of $4.39 per diem after May 2, 2019 until the Judgment is paid.

7. The Court now directs the Clerk of the Court to disburse the $20,000.00 paid by Plaintiff for the "Bare Land Parcel" related to Cause No. 02C01-1604-PL-218. The Clerk of the Court should make the check payable to "Carson LLP" and send it to the following address:

> Carson LLP
> c/o Calvert S. Miller, Esq.
> 301 W. Jefferson Blvd., Suite 200
> Fort Wayne, IN 46802

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Defendant Property Max MMXIV, LLC's Motion to Correct Errors is **GRANTED**.

SO ORDERED this 2nd day of May, 2019.

Thomas J. Felts WZM

THOMAS J. FELTS, JUDGE
ALLEN CIRCUIT COURT

Approval of Resolution #106-5-14-19-2, Interlocal Cooperation Agreement between the City of Fort Wayne, Indiana and the Leo-Cedarville Regional Sewer District.

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS

Shan Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST: 5.14.19
Michelle Fulk-Vondran, Clerk

INTERLOCAL COOPERATION AGREEMENT

(Ind. Code §36-1-7-1 et seq.)

This Interlocal Cooperation Agreement ("Agreement") is made and entered into this 14th day of May, 2019, by and between the **City of Fort Wayne, Indiana, by and through its Board of Public Works** (the "City") and the **Leo-Cedarville Regional Sewer District** (the "District") (individually each a "Party" and collectively the "Parties") pursuant to IC 36-1-7-2, and for the following and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to wit:

WHEREAS, the City owns, operates and maintains a municipal waterworks utility in accordance with IC 36-9-2 et seq. and IC 8-1.5 et seq.; and

WHEREAS, the District is duly constituted and authorized to provide water service within the District's "Territory", as the same is defined pursuant to various orders promulgated by the Indiana Department of Environmental Management ("IDEM"), and pursuant to IC 13-26 et seq.; and

WHEREAS, a map outlining the boundaries of the Territory is attached hereto as **Exhibit "A"**; and

WHEREAS, pursuant to IC 36-1-7-2(a)(2) the District desires for the City to provide for the construction, maintenance, transportation, and purification of a water supply for public use to Cedarville Elementary School, East Allen County Schools as well as other properties within the District's Territory listed on the attached **Exhibit "B",** as may be amended from time to time by the Parties, (collectively the "Customers" and individually a "Customer") on behalf of the District; and

WHEREAS, the District and City wish to memorialize their agreement and understanding pursuant to IC 36-1-7-2(a)(2) of all the areas within the District's Territory where the District has permitted the construction, maintenance, transportation, and purification of a water supply for public use; and

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. **SERVICES PROVIDED BY CITY ON BEHALF OF DISTRICT**. The Water Service (as hereinafter defined) provided by the City pursuant to this Agreement is done so on behalf of the District by the City and not in lieu or replacement of the District—and in all cases pursuant to the authority granted under this Agreement between the Parties as authorized by IC 36-1-7-2(a)(2). At no time while this Agreement is in force shall the City provide Water Service in the District's Territory by exercise of the City's authority under IC 36-9-2-18 or IC 36-1-3-1

et seq. At all times during the term of this Agreement, when the City is operating in the District's Territory, it is doing so pursuant to the authority of the District under 13-26 et seq., as delegated hereunder. Termination of this Agreement pursuant to Section 7 terminates any authority granted by this Agreement and the District for the City to supply Water Service within the District's Territory hereunder.

2. SUPPLY OF WATER SERVICE/DIRECT BILLING. The City will supply to the Customers Water Service as permitted under this Agreement or otherwise authorized in writing by the District from time to time (the "Water Service"). The City will bill the Customers directly for Water Service at rates consistent with a cost of service study, and all payments made from the Customers to the City while this Agreement remains in full force and effect will be solely the City's funds. The City will arrange any financing, staffing, or supplies necessary for supplying the Water Service and establish and maintain a budget therefore. All funds received, disbursed, or needing accounted for hereunder shall be the responsibility of the City.

3. NEW OR ADDITIONAL CUSTOMERS. For purposes of this Agreement, the City recognizes the District's Territory and authority pursuant to various orders of IDEM and IC 13-26. Provided that the District complies with Section 10,P. of this Agreement with regard to parties that may provide or desire to provide water services within the Territory, to the extent the District has the legal authority over such other parties, the City agrees that it will not extend service to any new and/or additional persons owning or residing in properties located within the Territory without the District's prior written approval, which approval shall not be unreasonably withheld. Upon receipt of such approval, any such new and/or additional persons shall be considered Customers, as defined in this Agreement, and the Parties will endeavor to update **Exhibit B** as appropriate to identify the name(s) and/or location(s) of any such new and/or additional Customers.

4. CONSTRUCTION AND MAINTENANCE OF INFRASTRUCTURE. The City will, at the City's sole cost and expense, or at the shared expense as it may agree with a Customer or other entities (but in any event at no cost to the District unless the District agrees in writing to accept such cost), construct and maintain all pipes, lines, valves and other infrastructure necessary to provide the Customers with Water Service (collectively the "Infrastructure").

5. LIMITATION OF LIABILITY. No liability of any kind for any part of the contract between the City and its contractor or otherwise, arising out of, or in any way connected with, the location, installation, and construction of any Infrastructure, the supplying of the Water Service or the maintenance of any Infrastructure shall attach to the District. The City hereby agrees to indemnify and hold the District harmless against all claims, demands, actions, causes of action, loss and expense of every nature and kind, including attorney's fees, at any time asserted against the District for or by any person or entity, arising out of, or in any way connected with,

the location, installation, maintenance and construction of any Infrastructure by the City or its contractors or Water Service provided by the City during the term of this Agreement.

6. ADMINISTRATION OF AGREEMENT. Pursuant to IC 36-1-7-3, any administration which may result or be required by the terms of this Agreement will be done so by a joint board, convened for that specific purpose, and composed of two (2) representatives from the City and three (3) representatives from the District entities that are parties to the Agreement.

7. TERM AND TERMINATION. This Agreement shall remain in full force and effect for a term of Twenty (20) years ("Initial Term"), and automatically renew for successive Five (5) year terms (each, a "Renewal Term") thereafter. This Agreement may be terminated by joint agreement of the Parties hereto at any time, or written notice by one Party to the other Party not less than One Hundred (180) days prior to the end of the Initial Term or any Renewal Term. Notwithstanding the foregoing, neither Party may terminate this Agreement unless there is an agreement to purchase the Utility Assets (defined below) in accordance with Section 8.

8. WHOLESALE WATER SUPPLY. Should the District, at any time, decide to provide water services in the Territory, the District shall provide written notice to the City of said intent. Upon receipt of such notice, the City and the District shall jointly engage Baker Tilly Virchow Krause, LLP (or other mutually agreeable firm – approval of which shall not be unreasonably withheld, conditioned or delayed) to determine, using the replacement cost new less depreciation (RCNLD) valuation method, the then current value ("Purchase Value") of all the Infrastructure, Customers, real and/or personal property owned by the City, including easements obtained by the City, and any other assets purchased or contributed by the City which are located within the Territory and used to provide the Water Service (collectively, the "Utility Assets"). The cost of this valuation shall be split equally between the City and the District. The District may then purchase the Utility Assets under a commercially reasonable purchase agreement for the Purchase Value. If the District purchases the Utility Assets, this Agreement shall terminate. Upon termination of this Agreement, the District shall purchase water exclusively from the City for all Customers in the Territory on a wholesale basis at commercially reasonable rates for a minimum of twenty (20) years or for such other term that is mutually agreed upon by the Parties. If the District does not purchase the Utility Assets this Agreement shall continue wholly in full force and effect.

9. EXISTING WATER SERVICE. The Parties acknowledge that at the time of the mutual execution of this Agreement, the City already provides Water Service to the Customers. Notwithstanding the foregoing, the Parties fully agree and accept the terms of this Agreement and fully ratify the terms and obligations hereof.

10. MISCELLANEOUS

A. Authority. This Agreement is subject to approval by resolution of the District and the Fort Wayne Board of Public Works. If any such approval is not obtained, this Agreement shall be void.

B. Submission to Attorney General. Pursuant to IC 36-1-7-4(b), this Agreement shall not take effect until: (a) the Agreement is approved by the Attorney General; or (b) sixty (60) days after the date of submission to the Attorney General if the Attorney General fails to disapprove the Agreement within that period of time, whichever comes first.

C. Submission to IDEM. Pursuant to IC 36-1-7-5, this Agreement shall not take effect until approved by the Indiana Department of Environmental Management.

D. Recordation and Filling. Pursuant to IC 36-1-7-5, this Agreement shall not take effect until recorded in the Office of the Recorder of Allen County, Indiana and shall be filed with the State Board of Accounts of Indiana for audit purposes not later than sixty (60) days after it takes effect.

E. Recitals. All recitals set forth at the outset of this Agreement are incorporated by reference.

F. Headings. The section headings in this Agreement are included solely for convenience and shall in no event affect or be used in connection with the interpretation of this Agreement.

G. Entire Agreement. This Agreement constitutes the entire agreement between the Parties related to the subject matter herein and their prior negotiations, agreements, whether written or oral, are merged into this Agreement.

H. Amendments. This Agreement may not be amended or changed orally, and any such proposed amendment, waiver, or change shall be in writing and signed by the Party against whom such change, waiver, discharge, or termination is sought.

I. Notices. All notices, elections, requests and other communications hereunder shall be in writing and shall be deemed sufficiently given when personally delivered, delivered via electronic mail or when deposited in the United States mail, postage prepaid, certified or registered, or when delivered to a nationally recognized overnight courier service with guaranteed next business day delivery and addressed as follows (or to such other person, or to such other address, of which any Party hereto shall have given written notice as provided herein):

If to City: Manager of Development Services (currently DeWayne Nodine)
City Utilities Engineering
200 East Berry Street, Suite 250
Fort Wayne, Indiana 46802
Direct phone: 260-427-2066
DeWayne.Nodine@cityoffortwayne.org

If to District: Brad Carnes
Leo-Cedarville Regional Sewer District
P. O. Box 197
Leo, IN 46765
Phone: 260-627-2084
lcrsdoperations@gmail.com

J. Severability. In the case one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision or part of a provision of this Agreement; but this Agreement shall be reformed and construed as if such invalid or illegal or unenforceable provision, or part of a provision, had never been contained herein and such provision or part of a provision, shall be reformed so that it would be valid, legal, and enforceable to the maximum extent applicable.

K. Binding Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties to this Agreement and their respective successors and assigns.

L. Waiver of Breach. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach; and no waiver shall be valid unless it is in writing and is signed by the Party against whom such waiver is sought.

M. Review and Understanding of Agreement. Each Party represents and warrants that it had the opportunity to obtain and receive independent legal advice from the attorney of its choice with respect to the legal effect of this Agreement, and further represents and warrants that it has carefully reviewed this entire Agreement and that each and every term hereof is understood.

N. Interpretation and Construction. This Agreement was drafted jointly by the District and the City. Hence, the general rule that a contract shall be construed against the drafter shall not apply to the interpretation or construction of this Agreement.

O. Governing Law and Venue. This Agreement shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the State of Indiana. The Parties stipulate and agree that exclusive jurisdiction and venue for any cause of action arising between the parties shall be in the Indiana courts having subject matter jurisdiction, located in Allen County, Indiana.

P. More Favorable Terms. During the term of this Agreement, the District agrees that it will not authorize any third parties to begin providing water services within the Territory on terms that are more favorable than those stated in this Agreement and any such new provider shall be required to execute an agreement with similar terms as this Agreement, but in no event more favorable to the third party than the terms of this Agreement are to the City. In addition, the District agrees that it will use its commercially reasonable best efforts, absent litigation, to require any third parties providing water services within the Territory to be required to execute an agreement with similar terms as this Agreement, but in no event more favorable to the third party than the terms of this Agreement are to the City. If the District violates this provision, the City may immediately terminate this Agreement.

Q. Assignment or Third-Party Sale. Neither Party may assign its rights or obligations hereunder without the prior written consent of the other Party. The City may not sell the Infrastructure to any other party without the consent of the District.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the dates indicated:

THE BOARD OF TRUSTEES OF THE LEO-CEDARVILLE
REGIONAL SEWER DISTRICT BOARD MEMBERS

_____ By:_____

Date Tom Morrical

By:_____

Vacant

By:_____

Matthew Wirtz

By:_____

Phil Wagler

By:_____

Rob Harris

Attest:_____

ACKNOWLEDGEMENT

STATE OF INDIANA)

)ss

COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this _____ day of _____, 2019, personally appeared the above-mentioned Board of Trustees for the Leo-Cedarville Regional Sewer District, who acknowledge the execution of the foregoing Agreement and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my Notary Seal, this _____ day of _____, 2019.

_____

THE CITY OF FORT WAYNE,
BOARD OF PUBLIC WORKS

May 14, 2019
Date

By: _____
Shan Gunawardena, Chair

By: _____
Kumar Menon, Member

By: Mike Avila
Mike Avila, Member

Attest: _____
Michelle Fulk-Vondran, Clerk

ACKNOWLEDGEMENT

STATE OF INDIANA)
)ss
COUNTY OF ALLEN)

Before me, the undersigned, a Notary Public in and for said County and State, this 14th day of May, 2019, personally appeared the above mentioned the City of Fort Wayne, Board of Public Works, who acknowledge the execution of the foregoing Agreement and that the same is their free act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed by name and affixed my Notary Seal, this 14th day of May, 2019

MICHELLE R NELSON
Notary Public - Seal
State of Indiana
Allen County
My Commission Expires Nov 6, 2022

Michelle R. Nelson

EXHIBIT A (1 page)

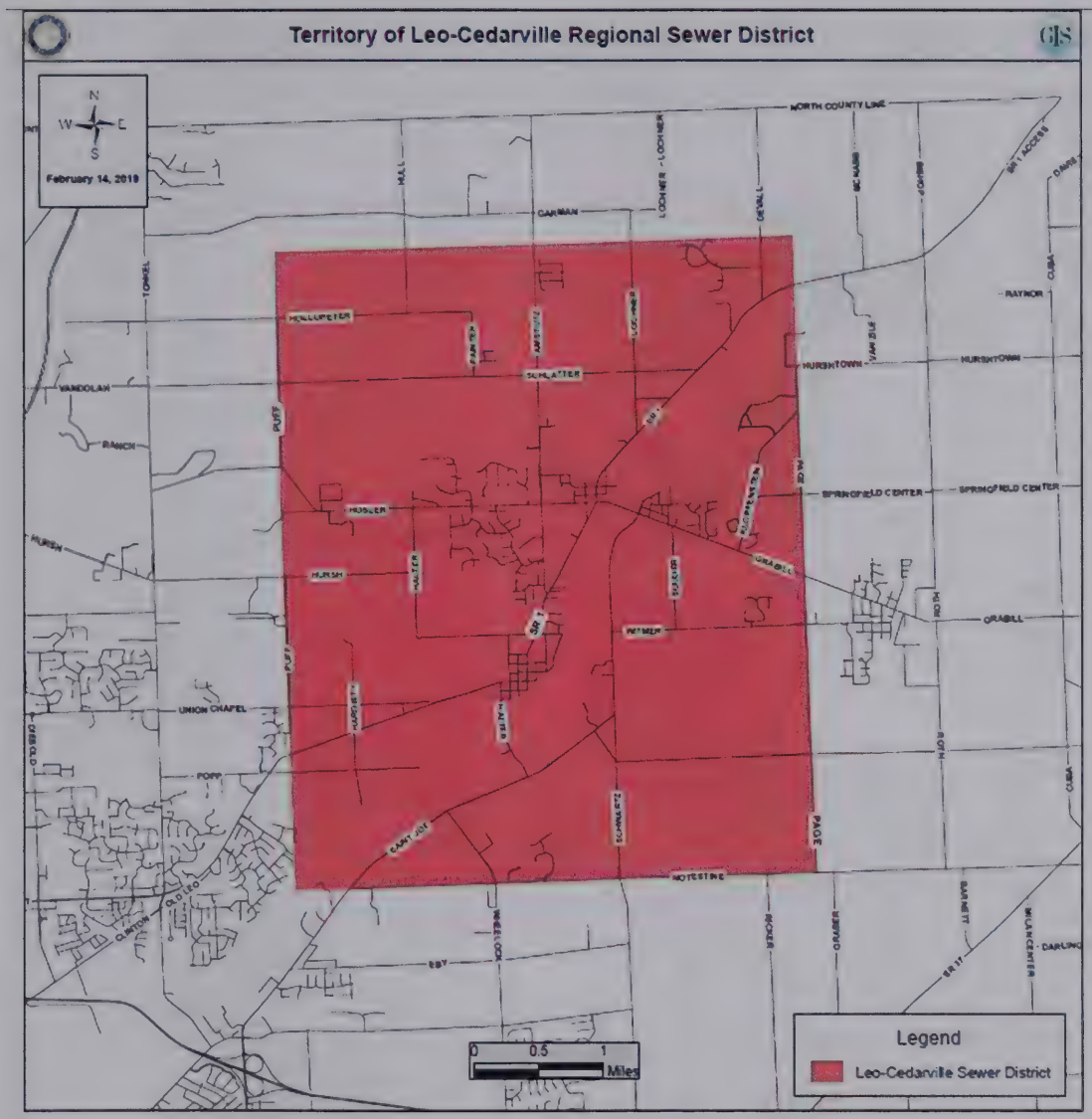
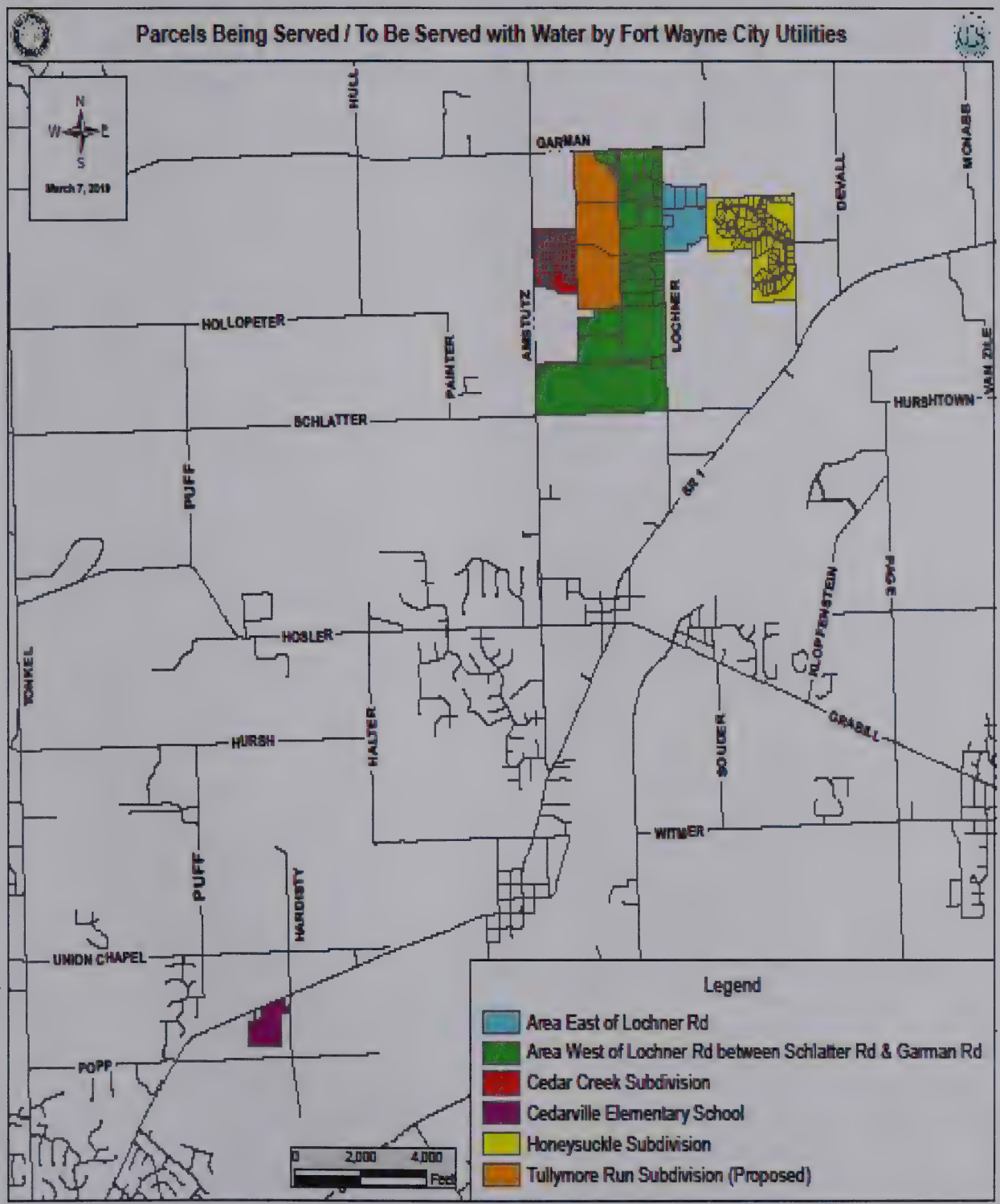


EXHIBIT B (6 pages) –Parcel Map & List



Cedarville Elementary School-Existing Customer	PIN
East Allen Elementary School Bldg Corp - 12225 Hardisty Rd	02-03-29-376-005.000-042

Honeysuckle Subdivision-Existing Customers	
Lot 1 - 17608 SWITCHGRASS	02-03-11-126-017.000-042
Lot 2 - 17620 SWITCHGRASS	02-03-11-126-016.000-042
Lot 3 - 17621 SWITCHGRASS	02-03-11-126-015.000-042
Lot 4 - 17609 SWITCHGRASS	02-03-11-126-014.000-042
Lot 5 - 17714 BLACKBERRY PASS	02-03-11-126-013.000-042
Lot 6 - 17719 BLACKBERRY PASS	02-03-11-126-012.000-042
Lot 7 - 11819 DISTANT HLS	02-03-11-126-011.000-042
Lot 8 - 17806 THUNDER RDG	02-03-11-126-010.000-042
Lot 9 - 17818 THUNDER RDG	02-03-11-126-009.000-042
Lot 10 - 17830 THUNDER RDG	02-03-11-126-008.000-042
Lot 11 - 17907 THUNDER RDG	02-03-11-126-004.000-042
Lot 12 -17919 THUNDER RDG	02-03-11-126-005.000-042
Lot 13 - 17931 THUNDER RDG	02-03-11-126-006.000-042
Lot 14 - 17819 THUNDER RDG	02-03-11-126-002.000-042
Lot 15 - 11717 DISTANT HLS	02-03-11-126-001.000-042
Lot 16 - 11705 DISTANT HLS	02-03-11-101-001.000-042
Lot 17 - 11629 HEADLANDS TRL	02-03-11-101-002.000-042
Lot 18 - 11617 HEADLANDS TRL	02-03-11-101-003.000-042
Lot 19 - 11603 HEADLANDS TRL	02-03-11-101-004.000-042
Lot 20 - 11602 HEADLANDS TRL	02-03-11-101-005.000-042
Lot 21 - 11614 HEADLANDS TRL	02-03-11-101-006.000-042
Lot 22 - 11628 HEADLANDS TRL	02-03-11-101-008.000-042
Lot 23 - 16511 KEEPERS GATE	02-03-11-102-002.000-042
Lot 24 - 11720 DISTANT HLS	02-03-11-102-001.000-042
Lot 25 -11812 DISTANT HLS	02-03-11-127-001.000-042
Lot 26 - 11607 BORDER RDG	02-03-11-101-010.000-042
Lot 27 - 11606 BORDER RDG	02-03-11-101-011.000-042
Lot 28 - 11618 BORDER RDG	02-03-11-101-012.000-042
Lot 29 - 11630 BORDER RDG	02-03-11-101-013.000-042
Lot 30 - 11631 BORDER RDG	02-03-11-101-009.000-042
Lot 31 - 11802 KEEPERS GATE	02-03-11-101-014.000-042
Lot 32 - 11808 KEEPERS GATE	02-03-11-101-015.000-042
Lot 33 - 11814 KEEPERS GATE	02-03-11-101-016.000-042
Lot 34 - 11817 KEEPERS GATE	02-03-11-102-004.000-042
Lot 35 - 11825 KEEPERS GATE	02-03-11-127-003.000-042
Lot 36 - 11828 DISTANT HLS	02-03-11-127-002.000-042
Lot 37 - 11820 KEEPERS GATE	02-03-11-128-001.000-042
Lot 38 - 11826 KEEPERS GATE	02-03-11-128-002.000-042
Lot 39 - 11832 KEEPERS GATE	02-03-11-128-003.000-042
Lot 40 - 11916 DISTANT HLS	02-03-11-128-004.000-042
Lot 41 - 12031 THISTLEWOOD	02-03-11-176-002.000-042

Lot 42 - 12019 THISTLEWOOD	02-03-11-176-003.000-042
Lot 43 - 12007 THISTLEWOOD	02-03-11-176-004.000-042
Lot 44 - 12010 THISTLEWOOD	02-03-11-176-005.000-042
Lot 45 - 12024 THISTLEWOOD	02-03-11-176-006.000-042
Lot 46 - 17329 MENDING FENCES	02-03-11-176-007.000-042
Lot 47 - 17317 MENDING FENCES	02-03-11-176-008.000-042
Lot 48 - 17305 MENDING FENCES	02-03-11-176-009.000-042
Lot 49 - 17306 MENDING FENCES	02-03-11-176-010.000-042
Lot 50 - 17314 MENDING FENCES	02-03-11-176-011.000-042
Lot 51 - 17322 MENDING FENCES	02-03-11-176-012.000-042
Lot 52 - 17330 MENDING FENCES	02-03-11-176-013.000-042
Lot 53 - 17336 MENDING FENCES	02-03-11-176-014.000-042
Lot 54 - 17402 MENDING FENCES	02-03-11-176-016.000-042
Lot 55 - 17410 MENDING FENCES	02-03-11-176-017.000-042
Lot 56 - 17418 MENDING FENCES	02-03-11-176-018.000-042
Lot 57 - 17426 MENDING FENCES	02-03-11-176-019.000-042
Lot 58 - 17504 MENDING FENCES	02-03-11-176-020.000-042
Lot 59 - 17516 MENDING FENCES	02-03-11-176-021.000-042
Lot 60 - 17528 MENDING FENCES	02-03-11-176-022.000-042
Block A - KEEPERS GATE	02-03-11-101-007.000-042
Block B - KEEPERS GATE & DISANT HILLS	02-03-11-102-003.000-042
Block C - THUNDER RDG	02-03-11-126-007.000-042
Block D - MENDING FENCES & DISTANT HILLS	02-03-11-176-001.000-042
Block E - MENDING FENCES & DISTANT HILLS	02-03-11-176-023.000-042
Block F - THUNDER RDG	02-03-11-126-003.000-042
Block G - MENDING FENCES	02-03-11-176-015.000-042

Tullymore Run Subdivision (not yet platted)-To Be Served

Tullymore Run LLC - 10000 Garman Rd	02-03-03-376-002.001-042
Tullymore Run LLC - Garman Rd	02-03-10-126-001.001-042
G & M Golf Inc - Garman Rd	02-03-10-126-001.000-042

Cedar Creek Subdivision-Possible Future Customers

Lot 1 - 17529 JUNIPER LN	02-03-10-103-002.000-042
Lot 2 -17517 JUNIPER LN	02-03-10-151-001.000-042
Lot 3 -17505 JUNIPER LN	02-03-10-151-002.000-042
Lot 4 -17431 JUNIPER LN	02-03-10-151-003.000-042
Lot 5 -17423 JUNIPER LN	02-03-10-151-004.000-042
Lot 6 -17415 JUNIPER LN	02-03-10-151-005.000-042
Lot 7 -17407 JUNIPER LN	02-03-10-151-006.000-042
Lot 8 -17337 JUNIPER LN	02-03-10-151-007.000-042
Lot 9 -17325 JUNIPER LN	02-03-10-151-008.000-042
Lot 10 -17313 JUNIPER LN	02-03-10-151-009.000-042
Lot 11 -17301 JUNIPER LN	02-03-10-151-010.000-042
Lot 12 -17302 JUNIPER LN	02-03-10-153-006.000-042

Lot 13 -17302 JUNIPER LN - Lots 12 & 13 are now 1 tax parcel	02-03-10-153-006.000-042
Lot 14 -17404 JUNIPER LN	02-03-10-153-004.000-042
Lot 15 -10102 BUTTONWOOD PASS	02-03-10-153-001.000-042
Lot 16 -10110 BUTTONWOOD PASS	02-03-10-153-002.000-042
Lot 17 -10118 BUTTONWOOD PASS	02-03-10-153-003.000-042
Lot 18 -10205 BUTTONWOOD PASS	02-03-10-154-001.000-042
Lot 19 -10216 BUTTONWOOD PASS	02-03-10-154-002.000-042
Lot 20 -10224 BUTTONWOOD PASS	02-03-10-154-003.000-042
Lot 21 -10232 BUTTONWOOD PASS	02-03-10-154-004.000-042
Lot 22 -17425 CONSTA VERDE LN	02-03-10-154-005.000-042
Lot 23 -17417 CONSTA VERDE LN	02-03-10-154-006.000-042
Lot 24 -17409 CONSTA VERDE LN	02-03-10-154-007.000-042
Lot 25 -17410 CONSTA VERDE LN	02-03-10-155-007.000-042
Lot 26 -17418 CONSTA VERDE LN	02-03-10-155-006.000-042
Lot 27 -17426 CONSTA VERDE LN	02-03-10-155-005.000-042
Lot 28 -17434 CONSTA VERDE LN	02-03-10-155-004.000-042
Lot 29 -17508 CONSTA VERDE LN	02-03-10-155-003.000-042
Lot 30 -17516 CONSTA VERDE LN	02-03-10-155-001.000-042
Lot 31 -17524 CONSTA VERDE LN	02-03-10-106-012.000-042
Lot 32 -17608 CONSTA VERDE LN	02-03-10-106-010.000-042
Lot 33 -17614 CONSTA VERDE LN	02-03-10-106-009.000-042
Lot 34 -17620 CONSTA VERDE LN	02-03-10-106-008.000-042
Lot 35 -17626 CONSTA VERDE LN	02-03-10-106-007.000-042
Lot 36 -10235 CONSTA VERDE COMMONS	02-03-10-106-006.000-042
Lot 37 -10229 CONSTA VERDE COMMONS	02-03-10-106-005.000-042
Lot 38 -10223 CONSTA VERDE COMMONS	02-03-10-106-004.000-042
Lot 39 -10217 CONSTA VERDE COMMONS	02-03-10-106-003.000-042
Lot 40 -10211 CONSTA VERDE COMMONS	02-03-10-106-002.000-042
Lot 41 -10205 CONSTA VERDE COMMONS	02-03-10-106-001.000-042
Lot 42 -10206 CONSTA VERDE COMMONS	02-03-10-104-002.000-042
Lot 43 -10212 CONSTA VERDE COMMONS	02-03-10-104-003.000-042
Lot 44 -10218 CONSTA VERDE COMMONS	02-03-10-104-004.000-042
Lot 45 -17617 CONSTA VERDE LN	02-03-10-104-005.000-042
Lot 46 -10233 AMSTUTZ KNLS	02-03-10-104-006.000-042
Lot 47 -10234 AMSTUTZ KNLS	02-03-10-105-001.000-042
Lot 48 -10231 BUTTONWOOD PASS	02-03-10-152-008.000-042
Lot 49 -10223 BUTTONWOOD PASS	02-03-10-152-007.000-042
Lot 50 -10215 BUTTONWOOD PASS	02-03-10-152-006.000-042
Lot 51 -10207 BUTTONWOOD PASS	02-03-10-152-005.000-042
Lot 52 -10127 BUTTONWOOD PASS	02-03-10-152-004.000-042
Lot 53 -10119 BUTTONWOOD PASS	02-03-10-152-003.000-042
Lot 54 -10111 BUTTONWOOD PASS	02-03-10-152-002.000-042
Lot 55 -10103 BUTTONWOOD PASS	02-03-10-152-001.000-042
Lot 56 -10102 AMSTUTZ KNLS	02-03-10-105-008.000-042
Lot 57 -10110 AMSTUTZ KNLS	02-03-10-105-007.000-042

Lot 58 -10118 AMSTUTZ KNLS	02-03-10-105-006.000-042
Lot 59 -10126 AMSTUTZ KNLS	02-03-10-105-005.000-042
Lot 60 -10204 AMSTUTZ KNLS	02-03-10-105-004.000-042
Lot 61 -10216 AMSTUTZ KNLS	02-03-10-105-003.000-042
Lot 62 -10228 AMSTUTZ KNLS	02-03-10-105-002.000-042
Lot 63 -10227 AMSTUTZ KNLS	02-03-10-104-007.000-042
Lot 64 -10215 AMSTUTZ KNLS	02-03-10-104-008.000-042
Lot 65 -10203 AMSTUTZ KNLS	02-03-10-104-009.000-042
Lot 66 -10125 AMSTUTZ KNLS	02-03-10-104-010.000-042
Lot 67 -10117 AMSTUTZ KNLS	02-03-10-104-011.000-042
Lot 68 -10109 AMSTUTZ KNLS	02-03-10-104-011.000-042
Lot 69 -10101 AMSTUTZ KNLS	02-03-10-104-013.000-042
Lot 70 -17607 JUNIPER LN	02-03-10-102-002.000-042
Lot 71 -17619 JUNIPER LN	02-03-10-107-004.000-042
Lot 72 -17631 JUNIPER LN	02-03-10-107-003.000-042
Lot 73 -17705 JUNIPER LN	02-03-10-107-002.000-042
Lot 74 -17711 JUNIPER LN	02-03-10-107-001.000-042
Lot 75 -10103 CONSTA VERDE COMMONS	02-03-10-108-001.000-042
Lot 76 -10111 CONSTA VERDE COMMONS	02-03-10-108-002.000-042
Lot 77 -10117 CONSTA VERDE COMMONS	02-03-10-108-003.000-042
Lot 78 -10123 CONSTA VERDE COMMONS	02-03-10-108-004.000-042
Lot 79 -10129 CONSTA VERDE COMMONS	02-03-10-108-005.000-042
Lot 80 -10135 CONSTA VERDE COMMONS	02-03-10-108-006.000-042
Lot 81 -10136 CONSTA VERDE COMMONS	02-03-10-109-006.000-042
Lot 82 -10130 CONSTA VERDE COMMONS	02-03-10-109-005.000-042
Lot 83 -10124 CONSTA VERDE COMMONS	02-03-10-109-004.000-042
Lot 84 -10118 CONSTA VERDE COMMONS	02-03-10-109-003.000-042
Lot 85 -10112 CONSTA VERDE COMMONS	02-03-10-109-002.000-042
Lot 86 -10104 CONSTA VERDE COMMONS	02-03-10-109-001.000-042
Common Area A - SEC 1 BLOCK A	02-03-10-155-002.000-042
Common Area B - SEC 1 BLOCK B	02-03-10-151-011.000-042
Common Area C - BLOCK C OF SECTION 1	02-03-10-102-001.000-042
Common Area D - SEC 1 BLOCK D	02-03-10-103-001.000-042
Common Area E - 17608 CONSTA VERDE LN-owned by Lot 32	02-03-10-106-010.000-042

Area East of Lochner Road-Possible Future Customers

17634 LOCHNER RD	02-03-10-200-002.005-042
17550 LOCHNER RD	02-03-10-200-002.006-042
17918 LOCHNER RD	02-03-03-400-017.000-042
17730 LOCHNER RD	02-03-03-400-018.000-042
17728 LOCHNER RD	02-03-03-400-019.000-042
17726 LOCHNER RD	02-03-03-400-020.000-042
LOCHNER RD	02-03-10-200-002.000-042

Area West of Lochner Rd Between Schlatter Rd & Garman Rd-Possible Future Customers

10060 GARMAN RD	02-03-03-400-002.000-042
10520 GARMAN RD	02-03-03-376-001.000-042
10000 GARMAN RD	02-03-03-376-002.000-042
10610 GARMAN RD	02-03-03-377-001.000-042
16700 GARMAN RD	02-03-03-400-006.000-042
10808 GARMAN RD	02-03-03-400-006.004-042
10872 GARMAN RD	02-03-03-400-006.007-042
10924 GARMAN RD	02-03-03-400-006.003-042
18003 LOCHNER RD	02-03-03-400-006.008-042
17923 LOCHNER RD	02-03-03-400-006.005-042
17921 LOCHNER RD	02-03-03-400-006.006-042
17919 LOCHNER RD	02-03-03-400-006.002-042
17917 LOCHNER RD	02-03-03-400-006.001-042
10064 GARMAN RD	02-03-03-400-003.000-042
10636 GARMAN RD	02-03-03-400-004.000-042
10630 GARMAN RD	02-03-03-400-005.000-042
GARMAN RD	02-03-10-126-001.002-042
17625 LOCHNER RD	02-03-10-200-001.000-042
17805 LOCHNER RD	02-03-10-200-002.003-042
17609 LOCHNER RD	02-03-10-200-002.002-042
17501 LOCHNER RD	02-03-10-200-002.007-042
17341 LOCHNER RD	02-03-10-200-005.000-042
17335 LOCHNER RD	02-03-10-200-006.000-042
17347 LOCHNER RD	02-03-10-200-008.000-042
17427 LOCHNER RD	02-03-10-200-009.000-042
17311 LOCHNER RD	02-03-10-200-012.000-042
17319 LOCHNER RD	02-03-10-200-011.000-042
17323 LOCHNER RD	02-03-10-200-010.000-042
17329 LOCHNER RD	02-03-10-200-007.000-042
LOCHNER RD	02-03-10-200-013.000-042
17200 LOCHNER RD	02-03-10-200-014.000-042
17233 LOCHNER RD	02-03-10-200-015.000-042
LOCHNER RD	02-03-10-200-016.000-042
17135 LOCHNER RD	02-03-10-200-016.001-042
LOCHNER RD	02-03-10-400-001.000-042
LOCHNER RD	02-03-10-400-002.000-042
16717 LOCHNER RD	02-03-10-400-003.000-042
10123 SCHLATTER RD	02-03-10-300-015.000-042
16708 AMSTUTZ RD	02-03-10-300-009.000-042
AMSTUTZ RD	02-03-10-300-014.000-042
16730 AMSTUTZ RD	02-03-10-300-013.000-042

IMPROVEMENT RESOLUTION No. 0314A

2019 Resurfacing Package Northeast
WORK ORDER No. 0314A

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:
Street resurfacing in Council Districts 1 & 2 by milling and resurfacing 1-3", asphalt patching as necessary, furnishing and adjusting new and existing castings, and placement of pavement markings.

DISTRICT #1:

ARNEL AVENUE - Maplecrest Rd. to Nyack Ave.
ARNEL AVENUE – Nyack Ave. to Dead End
BITTER END COVE - Drake's Bay Run to Cul-de-Sac
ELWOOD DRIVE - Fairlawn Pass to Highwood Ave.
ELWOOD DRIVE - Highwood Ave. to Trierwood Park Dr.
ELWOOD DRIVE - Trierwood Park Dr. to Dalewood Dr.
ELWOOD DRIVE - Dalewood Dr. to Bradwood Terrace
ELWOOD DRIVE - Bradwood Terrace to Trier Rd.
FAIRLAWN PASS - Glencairn Dr. to Elwood Dr.
GOLDEN LANE - Maplecrest Rd. to Nyack Ave.
INWOOD LANE - St. Joe Center Rd. to Centerhurst Terrace
LODESTONE DRIVE - Founder's Way to Lotus Blossom Pl.
LONDONDERRY LANE - Maplecrest Rd. to Thamesford Dr.
LONDONDERRY LANE - Thamesford Dr. to Rockingham Dr.
LOTUS BLOSSOM PLACE - Lodestone Dr. to Snowstar Pl.
LOTUS BLOSSOM PLACE - Snowstar Pl. to Hidden Village P
MAEVE DRIVE - Ballymore Dr. to Araglin Pt.
MAEVE DRIVE - Araglin Pt. to Kildare Crossing
RED OAK DRIVE - St. Joe Center Rd. to Twilight Lane
SAXTON RUN - Tennyson Pl. to Rockcroft Ct.
SAXTON RUN - Rockcroft Ct. to Londonderry Lane
SAXTON RUN - Londonderry Lane to No Cross St. (Concrete
ST. JOE CENTER ROAD - Reed Rd. to ±850' East of Reed R
TRELLIS COVE - Treasure Cove to Cul-de-Sac
TRIERWOOD PARK DRIVE - Elwood Dr. to Reed Rd.

DISTRICT #2:

ARBORFIELD COURT - Cul-de-Sac to Woodbriar Pass
ARBORFIELD COURT - Woodbriar Pass to Chetham Dr.
BAYER AVENUE - Delaware Ave. to Shore Dr.
BAYER AVENUE - Shore Dr. to Forest Ave.
BAYER AVENUE - Forest Ave. to Northwood Blvd.
CAPTIVA DRIVE - Trier Rd. to St. Croix Dr.
CAPTIVA DRIVE - St. Croix Dr. to Sanibel Dr.
CHERRYSTONE COURT - Cul-de-Sac to St. Croix Dr.
CHETHAM DRIVE - Tatum Ct. to Arborfield Ct.
DYERBROOK PASS - Tatum Ct. to 5427 Dyerbrook Pass
FOREST AVENUE - Pleasant Ave. to Parnell Ave.
FOREST AVENUE - Parnell Ave. to St. Joseph Blvd.
FOREST AVENUE - St. Joseph Blvd. to Hillside Ave.
HILLSIDE AVENUE - Cul-de-Sac to Sallie Ave.
HILLSIDE AVENUE - Sallie Ave. to Delaware Ave.
HILLSIDE AVENUE - Delaware Ave. to McDougal Ave.
HILLSIDE AVENUE - McDougal Ave. to Forest Ave.
LAKE AVENUE - ±220' E. of Garfield St. to N. Anthony Blvd.
N. ANTHONY BOULEVARD - Lake Ave. to Vermont Ave.
N. ANTHONY BOULEVARD - Vermont Ave. to Nevada Ave.
N. ANTHONY BOULEVARD - Nevada Ave. to Delaware Ave.
N. ANTHONY BOULEVARD - Delaware Ave. to Forest Ave.
N. ANTHONY BOULEVARD - Forest Ave. to E. State Blvd.
N. BROOKWOOD DRIVE - Northcreek Dr. to Shepherd Lane
N. BROOKWOOD DRIVE - Shepherd Lane to St. Joe Center Rd.
NORTHSIDE DRIVE - Stadium Dr. to Charlotte Ave.
OLD DOVER BOULEVARD - 5523 Old Dover Blvd. to Foxcross Ct.
OLD DOVER BOULEVARD - Foxcross Ct. to Northgate Blvd.
RIVER RUN TRAIL - Whitewater Pass to St. Joe Center Rd.
SANIBEL DRIVE - Hobson Rd. to Cherrystone Lane
SANIBEL DRIVE - Cherrystone Lane to Captiva Dr.
SPRING BURN PASS - Woodbriar Pass to Wyndemere Ct.
SPRING BURN PASS - Wyndemere Ct. to Wyndemere Lane
ST. CROIX DRIVE - Hobson Rd. to Cherrystone Ct.
ST. CROIX DRIVE - Cherrystone Ct. to Captiva Dr.
STADIUM DRIVE - Northside Dr. to Eade Ave.
STADIUM DRIVE - Eade Ave. to Pleasant Ave.
STADIUM DRIVE - Pleasant Ave. to Parnell Ave.

TECUMSEH STREET - Maumee River Stop Logs to Edgewater Ave.
TECUMSEH STREET - 1117 Tecumseh St. to Rivermet Ave.
TECUMSEH STREET - Rivermet Ave. to Elmwood Ave.
TECUMSEH STREET - Elmwood Ave. to Tennessee Ave.
VERMONT AVENUE - Alley W. of 1718 Vermont Ave. to N. Anthony Blvd.
WOODBRIAR PASS - Arborfield Ct. to Spring Burn Pass
WYNDEMERE COURT - Cul-de-Sac to Spring Burn Pass
WYNDEMERE LANE - Spring Burn Pass to Reed Rd.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 21st day of May, 2019.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0345D

Alley R000826: W. Suttenfield St., W. Taber St., Webster St., S. Harrison St.
WORK ORDER NO. 0345D

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

A north-south concrete alley located in the Williams-Woodland Park Neighborhood bounded by W. Suttenfield St. and W. Taber St. to the south and north, and Webster St. and S. Harrison St. to the west and east by removing and replacing the existing poor condition concrete alley, alley approaches, sidewalks, and upgrading storm structures.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 21st day of May, 2019.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0352N

Hadley Road Sidewalk
WORK ORDER NO. 0352N

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Construction of new sidewalk from Ridge Knoll Drive to Inverness Lakes Drive including small section of concrete pavement repair, a residential drive approach, ADA compliant curb ramps, removal and replacement of existing curb. This will also involve installation of storm sewer improvements including (1) 2'x3' inlet with 12" RCP, and a 48" manhole.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 21 day of May, 2019.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Plant 3 Weir Improvements

RESOLUTION NO. 66353

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Includes replacement of the existing launders and weirs and installing a fall arrest safety system to allow maintenance of the new launders in Plant 3 at the Three Rivers Water Filtration Plant.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, "Plant 3 Weir Improvements".

Declares the cost of the said improvements shall be paid by the funds from Fort Wayne Water Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associate with this project.

Declares the engineer's estimate of the project's total cost is $1,385,500.00.

APPROVED THIS 21st DAY OF May, 2019

BOARD OF PUBLIC WORKS

Shan Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST: _____ Date: 5.21.19

Michelle Fulk-Vondran, Clerk

RESOLUTION OF THE FORT WAYNE BOARD OF PUBLIC WORKS ESTABLISHING A REVOLVING FUND AND INCENTIVE PROGRAM FOR LEAD SERVICE LINE REPLACEMENTS

Resolution #106-5-21-19-1

WHEREAS, the City of Fort Wayne ("City") is committed to public health and safety, improving the local environment, and supporting economic development in the City and the surrounding area;

WHEREAS, numerous properties within the City receive water through a lead service line;

WHEREAS, under certain circumstances, lead service lines can corrode and leach lead into a user's drinking water supply;

WHEREAS, the U.S. Environmental Protection Agency and the Indiana Department of Environmental Management have concluded that lead in drinking water can increase the amount of a person's exposure to lead which can have adverse effects on health;

WHEREAS, the Indiana Office of Utility Consumer Counselor ("OUCC") in the context of Indiana Utility Regulatory Commission Cause 45125 recommended that the City replace lead services at the same time it replaces water mains connected to said lead services;

WHEREAS, ideally, all lead service lines should be replaced with materials that are less harmful to people and the environment;

WHEREAS, the cost to replace a lead service line is prohibitive for many residents of the City;

WHEREAS, the City is committed to offering affordable options to residents of the City to help reduce, and eventually eliminate, the risk of lead exposure from lead service lines;

WHEREAS, AWWA standard C810 recommends the avoidance of partial lead service line replacement;

WHEREAS, the City, through its Board of Public Works, wishes to formally adopt a policy that will allow property owners to receive financing to support the elimination of lead service lines in the City.

NOW, THEREFORE, the Fort Wayne Board of Public Works does hereby adopt the following policy concerning financing for lead service line replacement projects.

A. Project Financing
    1. City Utilities hereby establishes a separate revolving fund (the "City Utilities Revolving Fund") within the Fort Wayne Water Utility budget, which is intended to assist City property owners with financing the cost of private lead-service line replacement projects.
    2. City Utilities shall establish a line item within the Fort Wayne Water Utility books of account where the City Utilities Revolving Fund will be maintained.
    3. The City Utilities Revolving Fund shall be funded through a combination of revenue sources, including, but not limited to, the following:
        a. Proceeds from the sale of bonds or State Revolving Loan Funds loaned to City Utilities for the purpose of eliminating lead lines within the City;
        b. System Development Charges;
        c. Other sources including interest generated from the City Utilities Revolving Fund;
        d. Revenue from operations as proposed in Fort Wayne's Capital Improvement Plan submitted to the Indiana Utility regulatory Commission in Cause 45125.
    4. Lead service line replacement projects that are designed by the City and initiated by the City through a cost quotation or bidding process (referred to herein as a "City-led project") shall follow all processes and procedures established by City Utilities.

B. Financing
    1. Subject to a special contract which shall be entered between City Utilities and any eligible property owner, all properties that undertake a lead service line replacement project in coordination with a City-led project and meet the eligibility criteria established in Section C. of this policy shall be eligible to receive financing through the City of Fort Wayne, subject to the availability of funds.
        a. Customers will be encouraged to take advantage of the American Water Resources, LLC's ("AWR") lead-service line replacement initiative. Under this program, customers are eligible to receive a discounted cost for the private lead-service line replacement project, provided the project is coordinated with a City-led project, and provided the customer agrees to AWR's terms and conditions, including enrollment in AWR's water service and sewer line protection programs for at least one (1) year.
            i. If a customer elects to take advantage of this program, the customer shall be eligible to receive financing from City Utilities up to the full amount of the fee established by AWR, which is currently $1,999, but is subject to change from year to year.
            ii. City Utilities will pay the cost out of the City Utilities Revolving Fund directly to AWR's contractor and the

customer will repay City Utilities over a term of up to ten (10) years.

iii. Interest on the amount financed will be charged at the WSJ Prime Rate plus two (2) percentage points, determined as of the date of approval of this Resolution.

b. If a customer elects not to take advantage of the AWR lead-service line replacement initiative but the customer still undertakes a private lead-service line replacement project, the customer will be eligible to receive financing up to the fee then in effect under the AWR lead service line replacement initiative (currently $1,999 but subject to change).

i. To the extent the project cost exceeds the applicable fee established by AWR for the lead service line replacement initiative, the customer shall be solely responsible for securing the funds necessary to complete the private side of the lead service line replacement project. The customer shall provide an invoice from the contractor confirming the existence of a lead service line and the cost for the replacement thereof. City Utilities will then issue payment directly to the contractor.

ii. In no event shall a customer be entitled to receive financing in an amount that exceeds the actual project cost.

iii. The customer shall repay any amount financed under this subsection over a term of (10) years with interest at the WSJ Prime Rate plus two (2) percentage points. Provided, however, that a customer may prepay all or a portion of the balance due without penalty.

2. City Utilities shall establish and maintain funding within the Fort Wayne Water Utility budget to provide the financing made available under this policy.

C. Eligibility and Limitations

1. Any residential properties served by 5/8 and ¾ inch meters which receive water from the City will be eligible for the financing described in this policy.
2. Financing options available under this policy will be provided to the property owner of record for the eligible properties. Financing will not be provided to individuals that do not own or hold an interest in the subject property.
3. The water service line that replaces the lead service line must meet all technical requirements and construction standards of Fort Wayne City Utilities including, but not limited to, the Fort Wayne City Utilities Design Standards Manual. Additionally, all water service line replacement projects must have plumbing work performed by a licensed plumber. The plumber shall be licensed by the authority having jurisdiction.
4. To receive the financing described in this policy, the property owner must coordinate the timing of its private side lead-service line replacement with the City's portion of the public side service line replacement.

5. Eligible properties are subject to any and all restrictions as set forth in the Indiana Code, Indiana Administrative Code, City Utilities' Rules and Regulations, and applicable ordinances.
6. In all cases, property owners replacing a lead service line must provide all necessary documents prior to receiving the financing described in this policy. Such documents may include, but are not necessarily limited to, the following: proof of availability of public and/or private easements; waivers of annexation, and any other documents required by City Utilities or the Fort Wayne Board of Public Works.
7. Use of the City Utilities Revolving Fund for financing lead-service line replacement projects is subject to the availability of funding.
8. On Fort Wayne Utility construction projects where the public portion of the lead service line must be replaced, partial lead service line replacement is to be avoided to the greatest practicable extent.

D. City Utilities shall establish, and modify as necessary, the processes and procedures necessary to carry out the provisions of this policy.

This Resolution shall be effective immediately upon passage by the Fort Wayne Board of Public Works.

Approved this 21st day of May, 2019.

BOARD OF PUBLIC WORKS
FORT WAYNE, INDIANA

By: _____
Shan Gunawardena, Chair

By: _____
Kumar Menon, Member

By: _____
Mike Avila, Member

ATTEST: _____ 5.21.19
Michelle Fulk-Vondran, Clerk

June 2019

IMPROVEMENT RESOLUTION NO. 0188R

HANNA STREET TRAIL: US 27 TO TILLMAN ROAD
WORK ORDER NO. 0188R

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve: Hanna Street from Tillman Road and Tillman Park to north of US 27 by constructing a 10 foot wide asphalt trail, including a connection to the Rivergreenway, pedestrian push buttons, pedestrian crosswalks, a refuge island and pavement markings.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

Adopted this 4th day of June, 2019.

BOARD OF PUBLIC WORKS

Shan Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:
Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0355D

Alley R01898 North-South: McKinnie Ave, Baxter St, Avondale Dr, Warsaw St
WORK ORDER NO. 0355D

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

An Alley from McKinnie Avenue to Baxter Street between Avondale Drive and Warsaw Street, by removing and replacing existing concrete alley, adding new alley approaches, new sanitary manhole castings, and seeding and restoration.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 4th day of June, 2019.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

Filtration Plant Limestone Restoration 2019
RESOLUTION NO. 66385

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

This project will consist of the replacement of limestone veneer on four (4) south elevation turrets at the Three Rivers Filtration Plant.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **Limestone Project at the Three Rivers Filtration Plant, 1100 Griswold Drive, Fort Wayne, IN.**

Declares the cost of the said improvements shall be paid by the funds from Fort Wayne Water Utility Revenue.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associate with this project.

Declares the engineer's estimate of the project's total cost is $148,400.00.

APPROVED THIS 11th DAY OF June, 2019.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chairman

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

CRESTWOOD COLONY
WATER MAIN REPLACEMENT PHASE 2
RESOLUTION NO. 66848

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Installation of 615 feet of 2", 17,440 feet of 6", 480 feet of 8", and 2,920 feet of 12" HDPE pipe by horizontal directional drilling, along with associated hydrants, valves, and other appurtenances.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **CRESTWOOD COLONY WATER MAIN REPLACEMENT PHASE 2.**

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Water Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associated with this project.

Declares the engineer's estimate of the project's total cost is $2,781,000.

APPROVED THIS 11th DAY OF June, 2019.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chairman

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

SUBSTATION #2 SWITCHGEAR REPLACEMENT
RESOLUTION NO. 66288

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Refurbish existing Unit Sub #2 switchgear with new circuit breakers. This project is located in the northeast corner of Plant #3 at the Three Rivers Filtration Plant.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Substation #2 Switchgear Replacement

Declares the cost of the said improvements shall be paid by the funds from public funds Fort Wayne Water Utility Revenue.

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares the engineer's estimate of the project's total cost is $521,500.

APPROVED THIS 11th DAY OF June, 20 19.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0325U

2019 Public Sidewalk Curb Ramp Package North
WORK ORDER NO. 0325U

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Construct concrete wing walks and ramps to ADA compliance, including new tactile warning devices. Also, upgrades to adjacent sidewalks and curb, inlet castings, and restoration. All proposed ramps will be located in the north half of the city.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 18 day of June, 2019.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0334D

Alley R01755/R01747/R01746 E/W, N/S: E. Pontiac St., Colerick St., Reed St., and Lillie St.
WORK ORDER NO. 0334D

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Two N/S and one E/W alleys from Pontiac St. to Colerick Ave. and between Reed St. and Lillie St. by removing and replacing the ten foot wide concrete alleys including alley approaches, adjacent sidewalks, and drainage improvements.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 18th day of June, 2019.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0344D

Alley R00080-10 East-West : S. Clinton St., Lafayette St., Dalman Ave. and, E. Wildwood Ave
WORK ORDER NO. 0344D

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

A concrete alley from S. Clinton St to Lafayette St. and between Dalman Ave. and E. Wildwood Ave. by removing and replacing the twelve foot wide concrete alley including alley approaches, adjacent sidewalks, and drainage improvements.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 18th day of June, 2019.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

Hurshtown Reservoir Slope Repair
RESOLUTION NO. 66642

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Earthen embankment repairs are needed at the Hurshtown Reservoir.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled Hurshtown Reservoir Slope Repair.

Declares the cost of the said improvements shall be paid by the funds from public funds Fort Wayne 2019 Water Utility Revenue Bond.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will not acquire any property rights.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $527,851.00

APPROVED THIS 18 DAY OF June, 20 19.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

A RESOLUTION OF THE FORT WAYNE BOARD OF STORMWATER MANAGEMENT VACATING A PORTION OF THE HEIDBRINKDRAIN

Resolution # 106-6-18-19-1

WHEREAS, on December 18, 2018, the Fort Wayne Board of Stormwater Management ("Board") acquired jurisdiction over the Pierson Drain No. 2 and all of its branches and tributaries pursuant to Ind. Code § 36-9-27-20; and

WHEREAS, the Heidbrink Drain is a branch of the Pierson Drain No. 2 and is a regulated drain subject to the Indiana Drainage Code, Ind. Code § 36-9-27 *et seq.*; and

WHEREAS, residential housing developments in the area formerly served by the Heidbrink Drain resulted in the construction of a system of storm sewers that have eliminated the need for a portion of the Heidbrink Drain; and

WHEREAS, Ind. Code § 36-9-27-37 authorizes the Board to vacate a legal drain when (1) the drain does not perform the function for which it was designed and constructed, or it has become inadequate to properly drain all affected land under current conditions; (2) the expense of reconstruction outweighs the benefits of reconstruction; and (3) the vacation will not be detrimental to the public welfare.

WHEREAS, on April 23 2019, the Board adopted Resolution #106-4-23-19-1 instituting proceedings to vacate a portion of the Heidbrink Drain from Maplecrest Road to the point of terminus, as depicted on the attached Exhibit "A"; and

WHEREAS, the Board served notice of its intention to vacate a portion of the Heidbrink Drain on affected property owners, set a date for a public hearing, received objections, and conducted the public hearing on June 18, 2019 all in accordance with Ind. Code § 36-9-27-37(a); and

WHEREAS, the Board finds that the requirements for a partial vacation of a legal drain have been met and desires to proceed with a partial vacation of the Heidbrink Drain from Maplecrest Road to the point of terminus.

NOW, THEREFORE, IT IS RESOLVED BY THE FORT WAYNE BOARD OF STORMWATER MANAGEMENT AS FOLLOWS:

1. With respect to the Heidbrink Drain, Drain #08-33-800, from Maplecrest Road to the point of terminus, as depicted on the attached Exhibit "A", the Board finds as follows:

(i) The drain does not perform the function for which it was designed and constructed, or it has become inadequate to properly drain all affected land under current conditions;
(ii) The expense of reconstruction outweighs the benefits of reconstruction; and
(iii) The vacation will not be detrimental to the public welfare.

2. Accordingly, the Board hereby orders that the portion of the Heidbrink Drain, Drain #08-33-800, from Maplecrest Road to the point of terminus, as depicted on the attached Exhibit "A" be vacated, effective immediately.

3. The clerk of the Board is directed to publish notice of this Order in accordance with Ind. Code § 5-3-1.

4. This Order may be recorded with the Office of the Recorder of Allen County, Indiana to establish the vacation of the affected portion of the Heidbrink Drain as a matter of public record.

APPROVED this 18th day of June 2019.

FORT WAYNE BOARD OF STORMWATER MANAGEMENT

Matthew A. Wirtz, Chair

Shan Gunawardena, Member

Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Date: 6.18.19

This Instrument prepared by Brandon J. Almas, 200 E. Berry St., Ste. 430, Fort Wayne, IN 46802, Attorney No. 29810-41

I affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Brandon J. Almas.

A RESOLUTION OF BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, APPROVING THE DISPOSAL OF A CERTAIN REAL PROPERTY LOCATED AT 7305 LEWS ROAD IN FORT WAYNE, INDIANA

RESOLUTION NUMBER 106-6-18-19-2

WHEREAS, the City of Fort Wayne (the "City") holds fee simple title to a certain 2.95 acre real property located at 7305 Lewis Road in Fort Wayne, Indiana, more particularly described and depicted in Exhibit 1 attached hereto, incorporated herein by this reference (the "Property"); and

WHEREAS, the Property was formerly used as a potable water well, which facility has been retired and removed from the Property; and

WHEREAS, the City has no present use for the Property, and future use by the City is unlikely; and

WHEREAS, pursuant to Indiana Code 36-1-11-4 the property has been appraised by two licensed, professional appraisers.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF FORT WAYNE, INDIANA BOARD OF PUBLIC WORKS AS FOLLOWS:

The City hereby resolves to sell the Property pursuant to the Indiana Code.

(Remainder of the page intentionally left blank—signature page to follow.)

APPROVED this 18th day of June, 2019.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____ 6.18.19
Michelle Fulk-Vondran, Clerk

Prepared by: Seth Weinglass, City of Fort Wayne, Program Manager, Capital Project Services

ACKNOWLEDGEMENT

STATE OF INDIANA)
) **SS**
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State personally appeared Shan Gunawardena, Kumar Menon, and Mike Avila, as Members of the Board of Public Works of the City of Fort Wayne, and Michelle Fulk-Vondran, Clerk of the Board of Works, and acknowledged the execution of the foregoing contract as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 18th day of June, 2019.

_____
Notary Public

Resident of ALLEN County

MICHELLE R. NELSON
Printed Name of Notary

My Commission Expires:

MICHELLE R NELSON
Notary Public - Seal
State of Indiana
Allen County
My Commission Expires Nov 6, 2022

EXHIBIT 1

PROPERTY OWNER NAME AND MAILING ADDRESS:

Landowner:	City of Fort Wayne
Mailing Address:	200 East Berry Street, Suite 480 Fort Wayne Indiana, 46802

AFFECTED PROPERTY:

Address:	7305 Lewis Rd Fort Wayne, IN 46818
Tax parcel no:	02-07-15-101-005.000-073
Legal description:	S 300 OF N 900 OF W 430 FT E OF ISC NW1/4 SEC 15

INTEREST TO BE SOLD: Fee simple in the entire parcel.

July 2019

IMPROVEMENT RESOLUTION NO. 0354C

Woodhurst Addition Concrete Street Repairs
WORK ORDER NO. 0354C

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Woodhurst Addition by reconstructing residential concrete streets, installing or upgrading ADA curb ramps, repairing sidewalk, and installing subsurface drainage. Replacement of some drainage structures and castings will be included in this work as well.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 2nd day of July, 2019.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

TRANSFER OF UTILITY OWNERSHIP AND EASEMENT AGREEMENT

4466 Illinois Road, Ft. Wayne, Indiana 46804

Cross Reference to Document(s): 2013038794

Board of Public Works Resolution 106-7-2-19-1

THIS Transfer of Utility Ownership and Easement Agreement ("Agreement") is entered into this 2 day of July, 2019, by and between **CFS #1, LLC**, a North Carolina limited liability company ("Grantor"), and the **City of Fort Wayne, Indiana, Board of Public Works** ("City"), for and in consideration of the following and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to wit:

1. Grantor owns certain real estate located in Allen County, Indiana, which is legally described in the cross-referenced document listed above that was recorded in the Office of the Recorder of Allen County, Indiana (the "Real Estate"), through and on which is located certain sanitary sewer pipes and related facilities identified on the attached **Exhibit A** that serve the Real Estate (collectively, the "Sewer Facilities"). Grantor has requested that City take ownership of part of the Sewer Facilities consisting of the gravity main between manhole F06 020 and manhole F06 033, along with manhole F06 033 (the "Public Sewer Facilities"), as part of City's public sewage conveyance and treatment system, and City does hereby accept the Public Sewer Facilities into City's public sewage conveyance and treatment system (the "City Utility Facilities"), and will at City's sole expense, operate, maintain, repair and replace the Public Sewer Facilities in accordance with federal, state and local laws and regulations in order to guarantee their proper operation.

2. Grantor hereby grants, warrants, and conveys to City a permanent, non-exclusive sanitary sewer easement, legally described and in the locations and dimensions depicted in the attached **Exhibit B** (the "Easement"), over, under, across and through the Real Estate for the Public Sewer Facilities, together with any other existing City Utility Facilities located within the Easement.

3. Anything that was legally installed in the Easement prior to the approval of this Agreement and that does not comply with this Section 3 may remain as an authorized obstruction. Other authorized obstructions that Grantor may install in the Easement shall include asphalt or concrete pavement, curbs, grass, and low-level plantings not exceeding three (3) feet in height at maximum growth; provided, however, that all City Utility Facilities that must be accessible are readily accessible. Except as permitted in this Agreement, nothing shall be placed in, on, over or under the Easement which will obstruct or interfere with the purpose of the Easement as established by this Agreement, unless such placement has City's prior written authorization. City may remove any unauthorized obstruction or impediment placed or arising upon the Easement, without obligation to restore or replace said unauthorized obstruction or impediment.

4. City, including its employees, agents and assigns, has the right of ingress and egress on and over the Easement at all times for the purposes of constructing, operating and maintaining the City Utility Facilities within the Easement. For non-emergency construction, operation or maintenance, City will provide reasonable notice to Grantor prior to entering upon the Easement and will use reasonable efforts to minimize interference with Grantor's use of the Easement. In an emergency, City will proceed with notice, maintenance and/or other appropriate emergency actions pursuant to City of Fort Wayne and other applicable regulations.

5. City will assume responsibility for claims resulting from damage to any land, improvement or the environment within the Easement, or to any land or improvements used for ingress and egress to the Easement, caused by City, including City's employees, during construction, operation, maintenance or reconstruction of the City Utility Facilities, provided that such responsibility shall not include damage caused by the placement of any unauthorized structure within the Easement in violation of this Agreement, in which case no liability will be assumed by City. Within its limited responsibility, City agrees to restore the Real Estate to a condition similar to the condition of the Real Estate before City's entry onto the Real Estate for the purposes set out in this Agreement. However, City shall not be responsible for indirect or consequential damages caused by its actions pursuant to the purposes of this Agreement.

6. Grantor agrees to indemnify and hold harmless City, its agents, employees, contractors and assigns, from and against any and all claims against City for damages, injuries, losses, demands or costs arising out of or in any manner associated with Grantor's operation, use or maintenance of the Easement, except for claims arising as a result of City's own negligent or intentional acts.

7. City agrees to indemnify and hold harmless Grantor against all liability, loss, direct damage, costs or expenses, including claims of lien of laborers, material suppliers or others, for work performed on the Easement by City.

8. At such future time as the City Utility Facilities shall cease to be used, and upon City's written approval, not to be unreasonably conditioned, delayed or withheld, this Agreement shall terminate and be of no further force and effect.

9. Grantor acknowledges that the consideration received for the conveyance made herein does not include any express or implied release or waiver by City of rights to subject Grantor and the Real Estate to City's sewer rates, drainage fees, potable water rates, rentals, and City's other charges, including special assessments, as may be authorized by law.

10. The Easement is granted subject to all prior easements or encumbrances of record. Except as to the rights granted herein, Grantor shall have the full use and control of the Easement.

11. Grantor covenants that it is lawfully seized of the Real Estate through which the Easement is granted and that it has full right and power to convey the same.

12. The terms and provisions of this Agreement shall be binding upon City, its successors, nominees and assigns in right, title, and interest in and to the City Utility Facilities, and upon the current owner of the Real Estate, its successors, nominees and assigns, and shall run with the Real Estate.

13. This Agreement may only be amended by prior written consent signed by Grantor and City. The laws of the State of Indiana shall govern this Agreement.

[Signatures appear on following pages]

IN WITNESS WHEREOF the Grantor and City have executed this Transfer of Utility Ownership and Easement Agreement, and said Agreement is effective, as of the date first indicated above.

GRANTOR

CFS#1, LLC

By: _____
Neil Robinette - Member

CITY

By: _____
Shan Gunawardena, Chair

By: _____
Kumar Menon, Member

By: _____
Mike Avila, Member

Attest: _____ 7-2-19
Michelle Fulk-Vondran, Clerk

ACKNOWLEDGEMENT
GRANTOR

STATE OF NORTH CAROLINA)
) SS
COUNTY OF RICHMOND)

BEFORE ME, a Notary Public in and for said State and County, personally appeared **Neil Robinette** as a **Member** on behalf of **CFS #1, LLC**, a North Carolina limited liability company and acknowledged the execution of the foregoing Contract as a voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 18 day of June, 2019.

My Commission Expires: 4/18/20

Amanda A McGee
Notary Public Signature

Amanda A. McGee
Printed Name

AMANDA A MCGEE NOTARY PUBLIC RICHMOND COUNTY, NC

ACKNOWLEDGEMENT
CITY

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, a Notary Public in and for said State and County personally appeared **Shan Gunawardena, Kumar Menon and Mike Avila** as Members of the Board of Public Works, and **Michelle Fulk-Vondran**, Clerk of the Board, and acknowledged the execution of the foregoing Contract as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this _____ day of _____, 2019.

My Commission Expires: _____

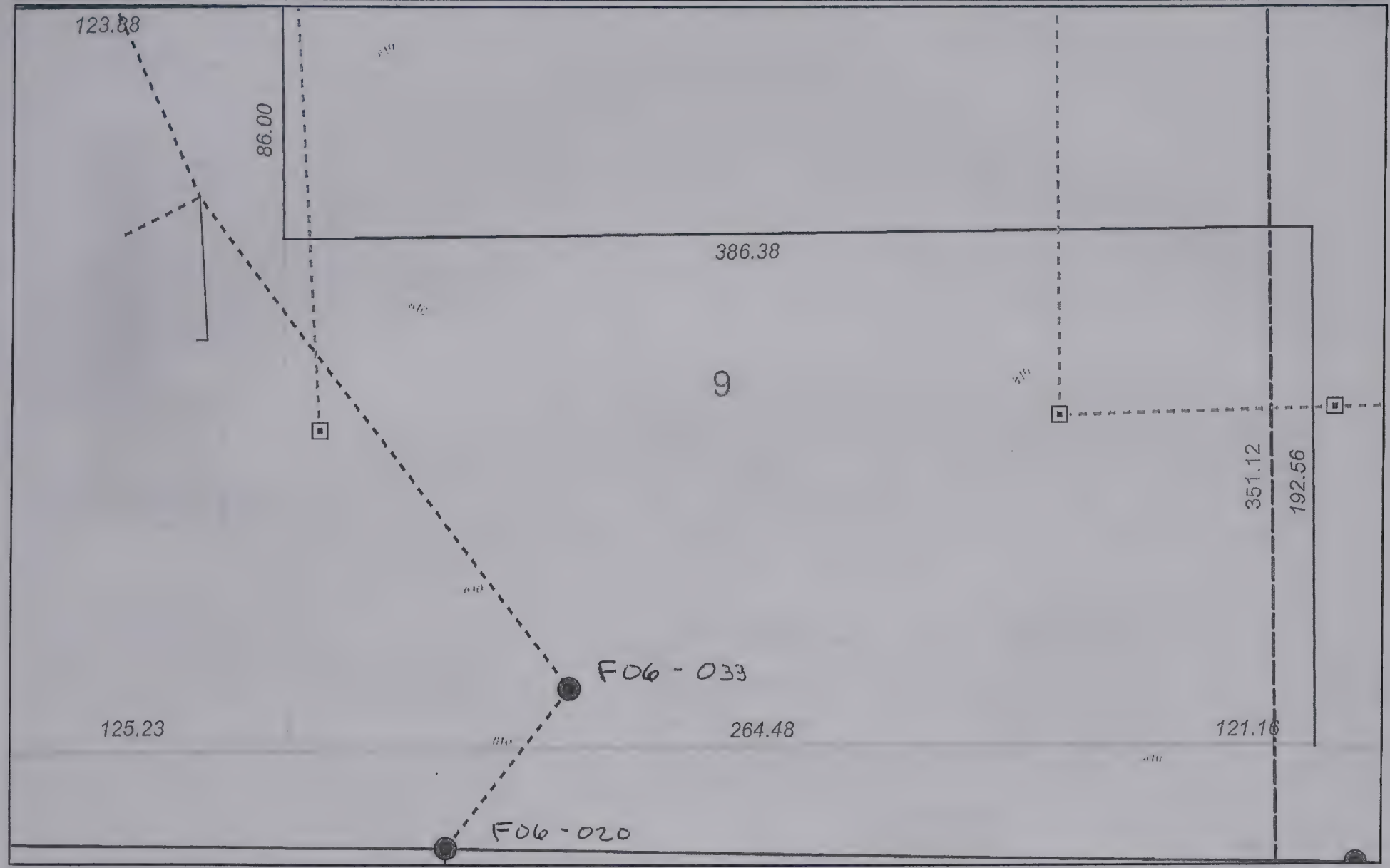
_____
Notary Public Signature

Resident of _____ County

_____
Printed Name

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. DeWayne J Nodine
This instrument prepared by DeWayne J Nodine, Fort Wayne City Utilities, Development Services. Form date March 26, 2019.

EXHIBIT "A"



Although strict accuracy standards have been employed in the compilation of this map, Allen County does not warrant or guarantee the accuracy of the information contained herein and disclaims any and all liability resulting from any error or omission in this map.

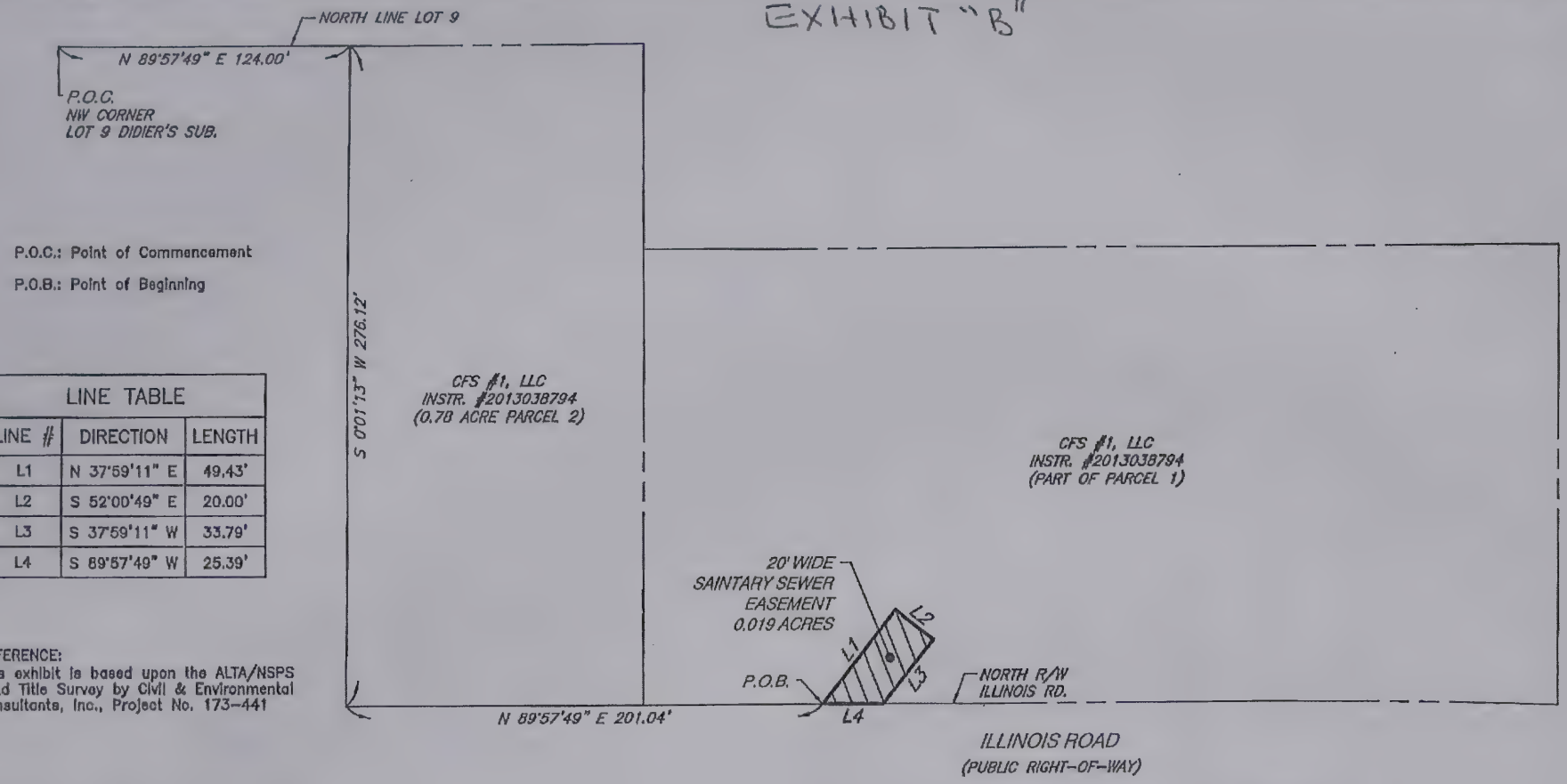
© 2004 Board of Commissioners of the County of Allen

North American Datum 1983
State Plane Coordinate System, Indiana East

N

Date: 5/30/2019 1" = 50'

EXHIBIT "B"



LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N 37°59'11" E	49.43'
L2	S 52°00'49" E	20.00'
L3	S 37°59'11" W	33.79'
L4	S 89°57'49" W	25.39'

REFERENCE:
This exhibit is based upon the ALTA/NSPS Land Title Survey by Civil & Environmental Consultants, Inc., Project No. 173-441

20' WIDE SANITARY SEWER EASEMENT DESCRIPTION

A 20 foot wide strip of land being part of Parcel 1 of the lands conveyed to CFS #1, LLC, recorded as Instrument Number 2013038794 in the office of the Recorder of Allen County, Indiana, located in LaGro Reserve, Township 30 North, Range 12 East, Second Principal Meridian, Allen County, Indiana, being more particularly described by Anthony B. Syers, LS20800124 of Civil & Environmental Consultants, Inc. on April 22, 2019, as follows:

Commencing at the Northwest corner of Lot Number 9 in Didier's Subdivision as recorded in Deed Record 64, page 172 in said Recorder's office; thence North 89 degrees 57 minutes 49 seconds East (basis of bearings) along the North line of said Lot Number 9, a distance of 124.00 feet to the northwest corner of a 0.78 acre parcel being Parcel 2 of said Instrument Number 2013038794; thence South 00 degrees 01 minutes 13 seconds West along the west line of said Parcel 2 a distance of 276.12 feet to the north right-of-way line of Illinois Road; thence North 89 degrees 57 minutes 49 seconds East along said north right-of-way line a distance of 201.04 feet to the POINT OF BEGINNING; thence North 37 degrees 59 minutes 11 seconds East a distance of 49.43 feet; thence South 52 degrees 00 minutes 49 seconds East a distance of 20.00 feet; thence South 37 degrees 59 minutes 11 seconds West a distance of 33.79 feet to said north right-of-way line; thence South 89 degrees 57 minutes 49 seconds West along said north right-of-way line a distance of 25.39 feet to the Point of Beginning, containing 0.019 acres of land, more or less.

Anthony B. Syers
Registered Land Surveyor No. 20800124
April 22, 2019
asyers@cecinc.com
prepared by Anthony B. Syers

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Anthony B. Syers

ANTHONY B. SYERS REGISTERED No. 20800124 STATE OF INDIANA LAND SURVEYOR

NORTH

SCALE IN FEET
0 50

Civil & Environmental Consultants, Inc.
530 E. Ohio Street, Suite G - Indianapolis, IN 46204
317-655-7777 - 877-746-0749
www.cecinc.com

ALDI, INC.
4430 ILLINOIS ROAD
FORT WAYNE, INDIANA

SANITARY SEWER EASEMENT

DRAWN BY:	TJT	CHECKED BY:	ABS	APPROVED BY:	DRAFT	EXHIBIT:	1 OF
DATE:	APRIL 22, 2019	DWG SCALE:	1"=50'	PROJECT NO:	173-441		

A RESOLUTION approving the sale of
real estate owned by the City of Fort Wayne

Resolution # 106-7-2-19-2

WHEREAS, The City of Fort Wayne Board of Public Works is listed as the owner of property located in Fort Wayne, Indiana and more particularly described as:

Lot 2 in OE Hills Add to the City of Fort Wayne, Allen County, Indiana a/k/a 2524 Hanna Street

WHEREAS, The Board of Public Works has determined that the City of Fort Wayne has no present use for this property, and that future use by the City is unlikely.

NOW, THEREFORE, the Board of Public Works of the City of Fort Wayne, Indiana, hereby resolves to sell the above-named property, following all applicable state statutes.

Signed this 2nd day of July, 2019.

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS

Shan Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

Attest:
Michelle Fulk-Vondran, Clerk

MAPLECREST FEEDER MAIN: MAUMEE RIVER CROSSING
RESOLUTION NO. 66842

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the installation of 2,550 Lineal Feet of 16 inch HDPE water main and all valves and appurtenances necessary to extend the City of Fort Wayne water main along Maplecrest Road. This project will connect an existing 16" water main on the North side of the Maumee to an existing 16" water main on the South side of the river.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **Maplecrest Feeder Main: Maumee River Crossing.**

Declares the cost of the said improvements shall be paid by the funds from Fort Wayne Water Utility (Revenue).

Declares that this project is of public utility benefit.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $700,000.00.

APPROVED THIS 9th DAY OF July, 2019

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Rothman Road Lift Station Pump & Electrical Improvements
RESOLUTION NO. 76593

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Replacement of wet weather pumps and all electrical equipment within Controls Building.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Rothman Road Lift Station Pump & Electrical Improvements

Declares the cost of the said improvements shall be paid by the funds from the Sewer State Revolving Fund.

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $730,420.00.

APPROVED THIS 9th DAY OF July, 20 19.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

STONE LAKE STORMWATER OUTFALL
RESOLUTION NO. 83484

RESOLUTION BY THE BOARD OF STORMWATER MANAGEMENT of the City of Fort Wayne, Indiana that:

Orders the installation of approximately 2,550 LF of storm sewer ranging in size from 12 inch to 24 inch, 23 storm structures including a new intake structure at Stone Lake, and the restoration of Mayflower Rd. which will include 2,830 SYDs of concrete pavement, restoration of the St. Mary's River bank, and adjacent yards.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Stone Lake Stormwater Outfall.

Declares the cost of the said improvements shall be paid by the funds from Fort Wayne Stormwater Utility (Revenue) and Public Works. The Stormwater Utility will be responsible for the utility improvements and Public Works will be responsible for the concrete street replacement.

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares the engineer's estimate of the project's total cost is $915,000.

APPROVED THIS 9th DAY OF July, 20 19.

BOARD OF STORMWATER MANAGEMENT

BY: _____
Matthew A. Wirtz, Chair

BY: _____
Shan Gunawardena, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0348D

Alley R00075, R00080-10 North-South E State, Forest, California, Florida
WORK ORDER NO. 0348D

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

North – South alleys between California Ave. and Florida Ave. from E. State Blvd to Forest Ave. by removal and reconstruction of the existing concrete alley.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 16 day of July, 2019.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

Water Pollution Control Plant
Activated Sludge Aeration Improvements
RESOLUTION NO. 76199

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the installation of nine submersible mixers in the anoxic zone of the aeration basins at the Water Pollution Control Plant. Each basin will have one mixer installed in its anoxic zone.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **Water Pollution Control Plant Activated Sludge Aeration Improvements**.

Declares the cost of the said improvements shall be paid by the funds from public funds Fort Wayne Sewer Utility (State Revolving Fund).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $1,850,000.

APPROVED THIS 16 DAY OF July, 20 19.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Water Pollution Control Plant
High Strength Waste Storage, Mixing, and Handling Improvements Phase II
RESOLUTION NO. 76470

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the installation of additional storage tanks and dosing pumps at the Water Pollution Control Plant High Strength Waste Receiving Pits.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **High Strength Waste Storage, Mixing, and Handling Improvements Phase II.**

Declares the cost of the said improvements shall be paid by the funds from public funds Fort Wayne Sewer Utility (State Revolving Fund).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $1,130,000.

APPROVED THIS 16 DAY OF July, 20 19.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Becketts Relief Sewer Forested Wetland Earthwork
RESOLUTION NO. 76478

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Bank stabilization, earthen berm construction, and wetland mitigation along the Becketts Run

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Becketts Relief Sewer Forested Wetland Earthwork.

Declares the cost of the said improvements shall be paid by the funds from public funds Fort Wayne Sewer and Stormwater Utility Revenue.

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $417,000.00

APPROVED THIS 16 DAY OF July, 20 19.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Water Pollution Control Plant
Pond PLC Improvements
RESOLUTION NO. 76613

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the installation of two PLCs and the removal of five existing PLCs at the Water Pollution Control Plant. Installation shall include, conduit routing, electrical wiring, duct bank installation, panel installation, and fiber optic cable routing.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **Water Pollution Control Plant Pond PLC Improvements**.

Declares the cost of the said improvements shall be paid by the funds from public funds and Fort Wayne Sewer Utility (State Revolving Fund).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $821,000.

APPROVED THIS 16 DAY OF July, 20 19.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

CU 7-23-19

A RESOLUTION OF BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, APPROVING THE DISPOSAL OF A CERTAIN REAL PROPERTY LOCATED AT 7305 LEWS ROAD IN FORT WAYNE, INDIANA

RESOLUTION NUMBER 106-7-23-19-1

WHEREAS, Resolution no. 106-6-18-19-2 having been approved by the Board of Public Works of the City of Fort Wayne (the "Board") on June 18, 2019, stating its intent to dispose of a certain vacant real property located at 7305 Lewis Road in Fort Wayne, Indiana (the "Property") as a surplus asset; and

WHEREAS, the Board having published notice and received bids pursuant to Indiana Code section 36-1-11-4; and

WHEREAS, the sole bidder on the Property having entered into a purchase agreement to purchase the property for $69,300.00, a true and correct copy of which agreement is attached hereto as Exhibit 1 and incorporated herein by this reference;

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF FORT WAYNE, INDIANA BOARD OF PUBLIC WORKS AS FOLLOWS:

The Board hereby approves the offer submitted by Phil Zimmerman of Zimmerman Equity ("Buyer") to purchase the Property from the City of Fort Wayne ("Seller") for the purchase price of $69,300.00, on the terms of the purchase agreement attached as Exhibit 1.

(Remainder of the page intentionally left blank—signature page to follow.)

APPROVED this 23rd day of July, 2019.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Prepared by: Seth Weinglass, City of Fort Wayne, Program Manager, Capital Project Services

ACKNOWLEDGEMENT

STATE OF INDIANA)
) **SS**
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State personally appeared Shan Gunawardena, Kumar Menon, and Mike Avila, as Members of the Board of Public Works of the City of Fort Wayne, and Michelle Fulk-Vondran, Clerk of the Board of Works, and acknowledged the execution of the foregoing contract as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 23rd day of July, 2019.

_____
Notary Public

My Commission Expires:

MICHELLE R NELSON
Notary Public - Seal
State of Indiana
Allen County
My Commission Expires Nov 6, 2022

Resident of Allen County

Michelle R. Nelson
Printed Name of Notary

Exhibit 1

REAL PROPERTY PURCHASE AGREEMENT

Fort Wayne City Utilities

The **City of Fort Wayne** ("Seller") agrees to **sell** the fee simple title to **all of** the following Real Property ("Property") for the consideration stated below subject to the conditions, requirements, and stipulations described in the following Purchase Agreement.

CONTACT INFORMATION and LOCATION OF PROPERTY

Buyer(s) Name(s): Phil Zimmerman Zimmerman Equity ("Buyer")

Primary Telephone: 260-451-0565
Facsimile: 260-451-0883 E-mail: Phil@zseptic.com

Mailing Address: 3020 Congressional Pkwy Suite B
City/Town: Fort Wayne
State: IN
Zip Code: 46808

Property Address: 7305 Lewis Rd.
City/Town: Fort Wayne, Indiana
Zip Code: 46818

Latest Deed of Record: Document Number 2009045108

Tax ID Number: 02-07-15-101-005.000-073

Area being purchased: entire lot (~2.95 acres)

Abbreviated Legal Description from Tax Records: 5-15-1-050
S 300 OF N 900 OF W 430 FT E OF ISC NW1/4 SEC 15
Section: 15 - Township: 31 North - Range: 12 East, 2nd Principal Meridian

Land area of total parcel: 2.95 acres

PURCHASE PRICE

The **City** agrees to **accept from the Buyer** the total purchase amount of **$69,300.00 (Sixty-Nine Thousand Three Hundred Dollars and Zero Cents)** for the Property which includes the entire parcel of land. There are not any accessory buildings.

EXPIRATION OF OFFER

This Purchase Agreement shall be returned to the **City** no later than **12 noon,** on **July 26, 2019,** otherwise this Purchase Agreement shall be null and void and both parties shall be released from the transaction.

APPROVALS BY BOARD OF PUBLIC WORKS and COMMON COUNCIL

This transaction is subject to approval by both the Board of Public Works and the Common Council of the City of Fort Wayne, Indiana. In the event that either body does not approve this transaction, the transaction shall be terminated and both parties shall be released from this Purchase Agreement.

CLOSING

Closing Date:

The closing date for this transaction shall be on or before **September 20, 2019**, or this Agreement shall terminate unless an extension of time is mutually agreed to in writing. Any change in the closing date shall be agreed to in writing by both parties.

Location of Closing:

The closing shall be held at a place TBD.

Closing Fees:

All fees charged by the closing agent, including document preparation and recording fees shall be paid by the City.

METHOD OF PAYMENT

The entire amount shall be paid in **cash**.

Both parties agree that all funds delivered to the closing agent's escrow account shall be such that the closing agent shall be able to distribute all funds in accordance with I.C. 27-07-3.7-1 through 27-07-3.7-1-10, inclusive. Furthermore, all funds sent from one source, when the amount is **$10,000.00** or greater, shall be sent in the form of an irrevocable wire transfer to the escrow account of the closing agent, and all funds under **$10,000.00** from one source shall be guaranteed to be "Good Funds" as defined by the aforesaid Indiana Code.

POSSESSION

Possession of the Property shall be given to the Buyer at closing.

NOTICE OF DEFECTIVE CONDITIONS

The **Seller** certifies that no governmental agency has served notice ordering the repair or correction of any defective conditions.

The **Seller** shall maintain the Property in its present condition until the **Buyer** takes possession. The **Buyer** may inspect the Property prior to closing to determine whether there is compliance with this clause. The **Seller** shall remove all rubbish and personal property.

BOUNDARY SURVEY

If indicated below, **Seller** shall furnish the **Buyer** with a boundary survey performed in accordance with I.A.C. Title 865, Rule 12, for which the corner markers of the Property are established and marked prior to the closing date. Such survey shall (i) be delivered prior to the closing; (ii) certified as of the current date; (iii) be reasonably satisfactory to the Buyer; (iv) show the location of all visible improvements; (v) depict recorded easements identified by the current title commitment, and also items on the real property which indicate that an easement interest may have become established via unwritten rights; and (vi) depict the current flood zone designation of the Real Property as indicated on the current Flood Hazard Boundary Map maintained by the U.S. Department of Homeland Security, Federal Emergency Management Agency.

_____ The expense for the survey shall be **shared equally**.

Or

_____ The requirement for a survey is **waived**.

FLOOD HAZARD AREA

The **Buyer** may not cancel this Purchase Agreement if the Property is located in a flood hazard zone.

OTHER USE LIMITATIONS

The **Buyer** may not terminate this Agreement if the Property is subject to building or use limitations defined by local zoning ordinances which materially affect the **Buyer's** intended use of the Property.

INSPECTIONS

The **Buyer** acknowledges that it has the right to obtain independent inspections disclosing the condition of the Property, including any buildings, and has been given the opportunity to order those inspections as a part of its due diligence efforts prior to concluding the transaction.

The **Buyer** reserves its right to conduct independent inspections. All inspections are at the **Buyer's** expense and shall be performed by licensed independent inspectors or qualified independent contractors that shall be chosen by the **Buyer**, and paid for their services by the **Buyer**.

The **Seller** shall make arrangements so that all areas of the Property, including any buildings, are open and accessible for inspection.

Inspections and Response Periods:

All inspections that Buyer intends to undertake shall be ordered by the **Buyer** immediately following the execution of this document. In the event that the presence of a defect is revealed, **Buyer** shall have 10 calendar days to respond to **Seller** in writing with regard to any such inspection, following which Buyer shall have 10 calendar days to request, obtain, and respond to **Seller** in writing with regard to any supplementary reports.

If the Buyer does not respond in writing to Seller within the above time periods with regard to a problem revealed in a report, or timely request a reasonable extension of time in writing, then the Property shall be deemed to be acceptable. Should either party fail to respond to an inspection response from the other within five calendar days, or timely request a reasonable extension of time in writing, then that inspection response is deemed accepted. Making a timely written request for an extension of time does not constitute acceptance of an inspection response, whether or not the request is granted.

In the event that Buyer reasonably believes that an inspection has revealed a defect with the Property, not disclosed by Seller prior to entering into this Purchase Agreement (and excluding routine maintenance and minor repair items), and the Seller fails to remedy the defect to the Buyer's reasonable satisfaction before closing, then Buyer may terminate this Purchase Agreement. Alternatively, Buyer may waive the right to have the defect cured prior to closing, or Buyer and Seller may agree to have the defect remedied following closing.

(Under Indiana law, a "defect" means a condition that would have a significant adverse effect on the value of the Property, that would significantly impair the health or safety of future occupants of the Property, or that if not repaired, removed, or replaced, would significantly shorten or adversely affect the expected normal life of the premises.)

DISCLOSURES

The "Residential Real Estate Sales Disclosure" form is **Not Applicable**.

The "Lead-Based Paint Certification and Acknowledgment" form is **Not Applicable.**

TITLE WORK and DEED

Before closing, the **Buyer** shall be furnished with a title insurance commitment using the most current and comprehensive ALTA Owner's Title Insurance Policy available in an amount equal to the purchase price. In order to proceed with the transaction, the **Seller** shall have marketable title to the Real Property in the **Seller's** name. The **Seller** shall convey the fee simple title to the Property free and clear of any encumbrances and title defects, with the exception of any restrictions or easements of record not substantially interfering with the **Buyer's** planned use of the Property.

Title Insurance Fees:

The premium for the title insurance policy and all fees charged to prepare an Owner's Title Insurance Policy shall be paid by the **Seller.**

The costs to resolve any title issues affecting the Property so that marketable title can be conveyed shall be paid by the **Seller**.

Type of Deed:

The conveyance of the Property shall be accomplished with a Warranty Deed, subject to easements, restrictive covenants, other encumbrances of record, and taxes.

REAL PROPERTY TAXES

All real property taxes that have been assessed for any prior calendar year that have not been paid shall be paid by the **Seller**. Real property taxes that have been assessed for the present year, that are due and payable in the year after closing, shall also be paid by the **Seller** prorated up to the day immediately prior to the closing date.

For the purpose of determining the amount to be credited for accrued but unpaid taxes, the taxes shall be assumed to be the same as the most recent year for which taxes were billed based upon the certified tax rates. This settlement shall be final.

PRORATIONS for PUBLIC UTILITIES and SPECIAL ASSESSMENTS

Utilities and Garbage Services:

The **Seller** shall pay for all public utility and garbage service charges up to the last day of possession.

Shutting Off Utilities for Buildings to be Demolished:

The **Seller** shall cancel the accounts for all public utilities and garbage services no later than the last day of possession, and shall have the utilities shut off by the appropriate utility.

Special Assessments for Public Improvements:

The **Seller** shall pay any special assessments assessed against the Property for public improvements previously made by a governmental unit that benefit the Property. The **Seller** certifies that it has no knowledge of any proposed improvements which may result in assessments.

Public improvements that will benefit the Property that are not completed as of the closing date, but will result in an assessment against the Property shall be paid by the **Buyer**.

LEGAL JURISDICTION

This Purchase Agreement shall be interpreted under and according to the laws of the State of Indiana and shall be binding upon the **Buyer** and **Seller**, their respective heirs, successors, assigns administrators, executors, and legal representatives. All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the Property.

LEGAL FEES

In any dispute or legal proceeding brought in regard to this Purchase Agreement or the associated transaction, each party shall bear their own attorney's fees, except as provided by law.

SAVINGS CLAUSE

If any provision contained in this Agreement is found to be illegal or unenforceable in any respect, that determination shall not affect any other provision of this Purchase Agreement.

OTHER STIPULATIONS

A. All funds payable in this transaction shall be paid at the closing.
B. This Agreement constitutes the only agreement between the parties, supersedes any prior arrangements, understandings, or written or oral agreements between the parties with regard to this transaction, and cannot be changed without the written consent of each party.
C. The **Seller** certifies that the **Seller** is not a "Foreign Person" (pertains to an individual entity) and, therefore, is not subject to the "Foreign Investment in Real Property Tax Act."
D. **Seller** discloses that it does not hold an Indiana Real Estate License.
E. **Buyer** discloses that it holds Indiana Real Estate License #_____.

ADDITIONAL CONDITIONS

If executed prior to July 26, 2019, this agreement is expressly contingent to no higher qualifying bids being received for the Property through July 26, 2019._____

_____

_____

_____

This Purchase Agreement may be executed concurrently in two or more counterparts, each of which shall be considered as an original document, but all of which altogether shall be one and the same document. The parties stipulate that this Purchase Agreement may be transmitted between them by U.S. Postal Service, other service such as FedEx, courier, facsimile, or e-mail. The parties acknowledge that digitally or electronically transmitted signatures shall be considered as original signatures and are binding on the parties. The City shall keep possession of the original of the Purchase Agreement.

By signing below, the parties to this transaction acknowledge receipt of a copy of this Purchase Agreement, and agree to the conditions, requirements, and stipulations as stated.

[Executions on following page.]

SELLER'S SIGNATURE:

Date: 7/17/19

Seth Weinglass, Program Manager, Capital Project Services, Fort Wayne City Utilities
Telephone: 260-427-1330 Fax: 260-427-2540 E-mail: seth.weinglass@cityoffortwayne.org

BUYER'S SIGNATURE(S):

This Purchase Agreement is X ACCEPTED ____ REJECTED.

Signature Phil Zimmerman President Date: 7-17-19
Printed Name & Title, if Applicable

IMPROVEMENT RESOLUTION NO. 0416X

Airport Expressway Log Jam Removal
WORK ORDER NO. 0416X

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Removal of logs and debris at and around bridge piers of Airport Expressway (02-00500) over the St Marys River. Logs and debris must be disposed of outside of the floodplain.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 30 day of July, 2019.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

CSO 32 & Third St Pump Station Consolidation Sewer
RESOLUTION NO. 76467

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the installation of…

The CSO32 and Third St Pump Station Consolidation sewer is convey combined sewer overflow from CSO 27, 32 and 33 to the 3RPORT Tunnel system at Drop shaft 9 in Headwaters Park West. Work includes, but not limited to, the following: approximately 770 LF of large diameter sewer piping, 500 LF of inverted siphon, diversion structure, screen and gate structure, modifications to existing diversion structure, approach channel, drop shaft finishing, underground electrical and control conduits and pump station modifications.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, CSO 32 & Third St Pump Station and Consolidation Sewer.

Declares the cost of the said improvements shall be paid by the funds from public funds from the Sewer State Revolving Fund.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will acquire the property rights described in Attachment "A" (Property Acquisition Summary Sheet).

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $8,500,000.

APPROVED THIS 30 DAY OF July, 20 19.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Attachment "A"

Easement Acquisition Summary Sheet

PROPERTY ADDRESS AND NAME			PURCHASE TYPE	PURCHASE PRICE	STATUS
231	S Harrison	City of Fort Wayne Board of Park Commissioners	Permanent Utility Easement	$0	Complete

TRANSFER OF UTILITY OWNERSHIP AND EASEMENT AGREEMENT
223 W. Jefferson Boulevard, Fort Wayne, Indiana 46802

Cross Reference to Document 2009038263

Board of Public Works Resolution 106-7-3019-1

Redevelopment Commission Resolution 2019-22

THIS Transfer of Utility Ownership and Easement Agreement ("Agreement") is entered into this 30th day of July, 2019, by and between the **City of Fort Wayne Department of Redevelopment, by and through the Fort Wayne Redevelopment Commission** ("Grantor") and the **City of Fort Wayne Board of Public Works** ("City"), for and in consideration of the following and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

RECITALS

A. Grantor owns a sanitary sewer pipe and related structures located in the southwest quadrant of the intersection of Jefferson Blvd. and Harrison St. in the City of Ft. Wayne, extending from structure M06 824 to but not including structure M06 825, as those structures are identified in the City's GIS system and on attached Exhibit A (the "Sewer Facilities"), together with a sanitary sewer easement fourteen (14) feet in width over and across the Sewer Facilities as depicted on attached Exhibit B (the "Easement"), which Sewer Facilities and Easement Grantor acquired at Document Number 2009038263 in the Office of the Recorder of Allen County, Indiana.

B. Grantor has requested that City take ownership of the Easement and that part of the Sewer Facilities extending from and including manhole M06 824, easterly a distance of approximately 210 lineal feet to and including new manhole SA-2 as depicted on attached Exhibit A (the "Public Sewer Facilities"), as part of City's public sewage conveyance and treatment system.

ACCEPTANCE

1. City hereby accepts the Easement and the Public Sewer Facilities into City's public sanitary sewage conveyance and treatment system ("City Utility Facilities") and will at City's expense operate, maintain, repair and replace the City Utility Facilities in accordance with federal, state and local laws and regulations in order to guarantee their proper operation.

IN WITNESS WHEREOF Grantor and City have executed this Transfer of Utility Ownership and Easement Agreement as of the date first written above.

[Signatures appear on following pages]

CITY OF FORT WAYNE DEPARTMENT OF REDEVELOPMENT,
BY AND THROUGH THE FORT WAYNE REDEVELOPMENT COMMISSION
"Grantor" herein

By: _____
Nancy Townsend, Executive Director

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

BEFORE ME, a Notary Public in and for said State and County, personally appeared Nancy Townsend as Executive Director of the City of Fort Wayne Redevelopment Commission, and acknowledged the execution of the foregoing Agreement as a voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 16 day of July, 2019.

My Commission Expires: _____

JEANNE L COOK
Seal
Notary Public - State of Indiana
Allen County
My Commission Expires Aug 29, 2024

Resident of _____ County

690084

_____
Notary Public Signature

_____
Printed Name

[Signatures continue on following page]

CITY OF FORT WAYNE BOARD OF PUBLIC WORKS
"City" herein

By: _____
Shan Gunawardena, Chair

By: _____
Kumar Menon, Member

By: _____
Mike Avila, Member

Attest: _____ 7.30.19
Michelle Fulk-Vondran, Clerk

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

BEFORE ME, a Notary Public in and for said State and County, personally appeared Shan Gunawardena, Kumar Menon and Mike Avila as Members of the Board of Public Works, and Michelle Fulk-Vondran, Clerk of the Board, and acknowledged the execution of the foregoing Agreement as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 30th day of July, 2019.

My Commission Expires: _____

MICHELLE R NELSON
Notary Public - Seal
State of Indiana
Allen County
My Commission Expires Nov 6, 2022

Resident of _____ County

_____
Notary Public Signature

Michelle R. Nelson
Printed Name

I affirm, under penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. DeWayne J. Nodine.

This instrument prepared by DeWayne J. Nodine, Fort Wayne City Utilities, Development Services.

EXHIBIT A

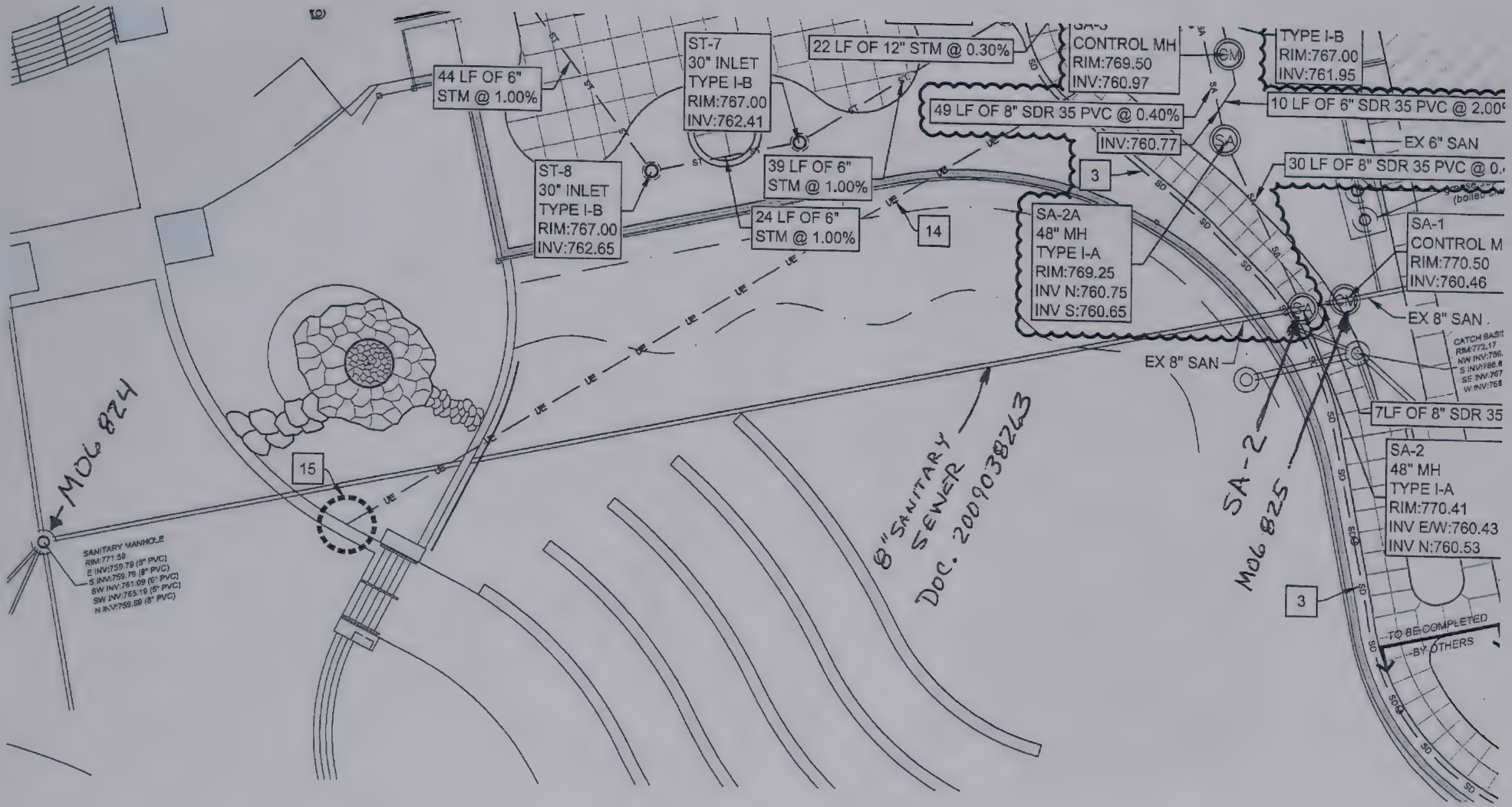
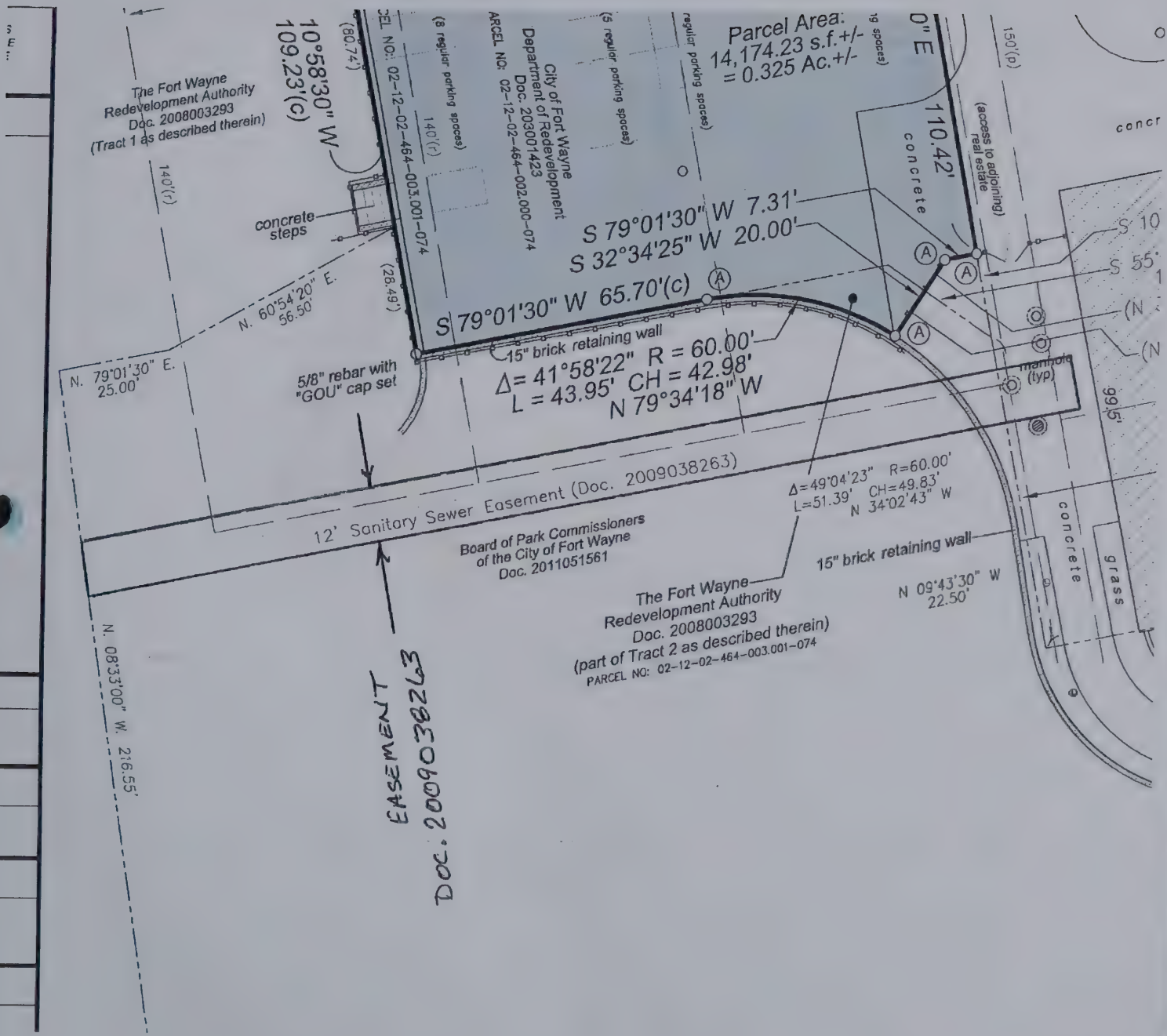

44 LF OF 6" STM @ 1.00%
ST-7
30" INLET
TYPE I-B
RIM:767.00
INV:762.41
22 LF OF 12" STM @ 0.30%
CONTROL MH
RIM:769.50
INV:760.97
TYPE I-B
RIM:767.00
INV:761.95
49 LF OF 8" SDR 35 PVC @ 0.40%
INV:760.77
10 LF OF 6" SDR 35 PVC @ 2.00%
EX 6" SAN
30 LF OF 8" SDR 35 PVC @ 0.
ST-8
30" INLET
TYPE I-B
RIM:767.00
INV:762.65
39 LF OF 6" STM @ 1.00%
24 LF OF 6" STM @ 1.00%
14
3
SA-2A
48" MH
TYPE I-A
RIM:769.25
INV N:760.75
INV S:760.65
SA-1
CONTROL M
RIM:770.50
INV:760.46
EX 8" SAN
EX 8" SAN
7LF OF 8" SDR 35
SA-2
48" MH
TYPE I-A
RIM:770.41
INV E/W:760.43
INV N:760.53
MO6 824
15
SANITARY MANHOLE
RIM:771.59
E INV:759.79 (8" PVC)
S INV:759.79 (8" PVC)
SW INV:761.09 (6" PVC)
SW INV:765.19 (6" PVC)
N INV:759.59 (8" PVC)
8" SANITARY SEWER Doc. 20090382&3
SA-2
MO6 825
3
TO BE COMPLETED BY OTHERS
UE
SD

EXHIBIT B


Parcel Area:
14,174.23 s.f.+/-
= 0.325 Ac.+/-
The Fort Wayne
Redevelopment Authority
Doc. 2008003293
(Tract 1 as described therein)
10°58'30" W
109.23'(c)
(60.74')
140'(r)
concrete
steps
(28.49')
N. 60°54'20" E.
56.50'
N. 79°01'30" E.
25.00'
5/8" rebar with
"GOU" cap set
(8 regular parking spaces)
PARCEL NO: 02-12-02-464-003.001-074
City of Fort Wayne
Department of Redevelopment
Doc. 203001423
PARCEL NO: 02-12-02-464-002.000-074
(5 regular parking spaces)
regular parking spaces)
19 spaces)
0" E
110.42'
concrete
(access to adjoining real estate
150'(p)
S 79°01'30" W 7.31'
S 32°34'25" W 20.00'
S 79°01'30" W 65.70'(c)
15" brick retaining wall
Δ= 41°58'22" R = 60.00'
L = 43.95' CH = 42.98'
N 79°34'18" W
manhole (typ)
99.5'
12' Sanitary Sewer Easement (Doc. 2009038263)
Board of Park Commissioners
of the City of Fort Wayne
Doc. 2011051561
Δ=49°04'23" R=60.00'
L=51.39' CH=49.83'
N 34°02'43" W
15" brick retaining wall
N 09°43'30" W
22.50'
The Fort Wayne
Redevelopment Authority
Doc. 2008003293
(part of Tract 2 as described therein)
PARCEL NO: 02-12-02-464-003.001-074
concrete
grass
N. 08°33'00" W. 216.55'
EASEMENT
Doc. 2009038263

Aug 2019

VFD FOR HIGH SERVICE PUMP 14
RESOLUTION NO. 66791

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Includes electrical and controls work associated with one or two new 4160 volt variable frequency drives attached to existing pumps and associated PLC work at the Three Rivers Filtration Plant.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, VFD for High Service Pump 14.

Declares the cost of the said improvements shall be paid by the funds from public funds Fort Wayne Water Utility Revenue.

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares the engineer's estimate of the project's total cost is $990,000.

APPROVED THIS 6 DAY OF August, 20 19.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0342S

East Washington Blvd. Sidewalk Connection
WORK ORDER NO. 0342S

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Construction of new sidewalk, curb replacement, existing sidewalk removal, commercial drive approaches, ADA compliant curb ramps, installation of new structure and a stone sump pit

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 13th day of August, 2019.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

St Joe River Force Main Crossing
RESOLUTION NO. 76390

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

The project consists of installing approximately 575 LF of 12" HDPE-DR-11 force main, 650 LF of 14" HDPE DR-11 force main, 2 air release vacuum structures, fittings, marking posts, and a permanent gravel driveway west of St Joe Rd and Eby Rd intersection and under the St Joe River.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **St Joe River Force Main Crossing.**

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Sewer Utility Revenue.

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares that Board of Public Works will acquire property rights described in Attachment "A" (Property Acquisition Summary Sheet)

States that there is a $845 cost associated with the purchase of land associated with this project.

Declares the engineer's estimate of the project's total cost is $367,519.

APPROVED THIS 20th DAY OF August, 2019.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kuman Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Attachment "A"

Easement Acquisition Summary Sheet

Project Name: St Joe River Force Main Crossing

PROPERTY ADDRESS AND NAME	PURCHASE TYPE	PURCHASE PRICE	STATUS
9620 Yuma Dr, Fort Wayne, IN, 46825	Easement	$0	Donated
5800 Palo Verde Ct, Fort Wayne, IN, 46825	Easement	$0	Donated
9715 St Joe Rd, Fort Wayne, IN, 46835	Easement	$845	Acquired

TOTAL: $845

South Bend Drive & Covington Road. Drainage Improvements
RESOLUTION NO. 83656

RESOLUTION BY THE BOARD OF STORMWATER MANAGEMENT of the City of Fort Wayne, Indiana that:

This project consists of installing 540 LF of storm sewer ranging in size from 12 inch to 15 inch, 9 drainage structures of various sizes, and all required grading to improve the drainage system within the 5420 South Bend Dr. to 5811 Covington Rd. parcels.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **South Bend Drive & Covington Road Drainage Improvements**.

Declares the cost of the said improvements shall be paid by the Fort Wayne Stormwater Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will acquire the property rights described in Attachment "A" (Property Acquisition Summary Sheet).

States there are costs of $9,100.00 for the purchase of easements associated with this project.

Declares the engineer's estimate of the project's total cost is $210,400.00.

APPROVED THIS 20 DAY OF August, 2019.

BOARD OF STORMWATER MANAGEMENT

BY: _____
Matthew A. Wirtz, Chair

BY: _____
Mike Avila, Member

BY: _____
Shan Gunawardena, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

PROPERTY ACQUISITION SUMMARY

PARCEL NO.	OWNER	PROPERTY ADDRESS	SHEET NUMBER	SOURCE OF TITLE DEED RECORD NUMBER	SEWER AND DRAINAGE EASEMENT	TEMPORARY CONSTRUCTION EASEMENT	REMARKS	EASEMENT DOCUMENT NUMBER
1	Al Saud Sabah	5420 South Bend Drive Fort Wayne, IN 46804	5	Parcel #02-12-18-226-001.000-.76 Deed Reference: Document Number 90-000583	X	X	Acquired	2019038409
2	Wayne Township of Allen County	5430 South Bend Drive Fort Wayne, IN 46804	5	Parcel #02-12-18-203-012.000-076	X	X	Acquired	2019027140
3	Kevin Gwozdz	5721 Covington Road Fort Wayne, IN 46804	5	Parcel #02-12-18-203-007.000-076 Deed Reference: Document Number 2007055428	X	X	Acquired	2019028294
4	Barbara A. Shroyer Supplemental Needs Trust	5725 Covington Road Fort Wayne, IN 46804	5	Parcel #02-12-18-203-005.000-076 & 02-12-18-203-006.000-076 Deed Reference: Document Number 2019019089	X	X	Acquired	2019036371
5	Owekay, LLC	5811 Covington Road Fort Wayne, IN 46804	5	Parcel #02-12-18-203-004.000-076 Deed Reference: Document Number 2019030765	X	X	To Be Acquired	

THIEME AND BERRY
WATER MAIN REPLACEMENT
RESOLUTION NO. 66702

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Installation of approximately 3200 feet of 6" HDPE pipe by horizontal directional drilling, along with associated hydrants, valves, and other appurtenances.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **THIEME AND BERRY WATER MAIN REPLACEMENT.**

Declares the cost of the said improvements shall be paid by the funds from water revenue.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associate with this project.

Declares the engineer's estimate of the project's total cost is $583,000.

APPROVED THIS 27 DAY OF August, 2019.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chairman

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0407L

INVERNESS HILLS LIGHTING IMPROVEMENTS
WORK ORDER NO. 0407L

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:
POPULATE THIS SECTION FOR EACH PROJECT WITH DESCRIPTION OF WORK AND AREA AS NEEDED....

Installation of new LED street light assemblies, buried wire, and service points on Inverness Drive, Dunbarton Lane, Balmoral Drive, and Kinross Lane.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 50% by the City of Fort Wayne.

Adopted this 27 day of August, 2019.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:
Michelle Fulk-Vondran, Clerk

Sept 2019

IMPROVEMENT RESOLUTION NO. 0373D

Alley R01395/R01396 E-W, N-S: Fox Ave, Fairfield Ave, W Creighton Ave, W Dewald St
WORK ORDER NO. 0373D

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

An alley E-W from Fox Ave. to Fairfield Ave. and S-N from W. Creighton Ave. to W. Dewald St., by removing and replacing existing concrete alley, alley drive approaches, some sidewalk, and seeding and restoration.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 10th day of September, 2019.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0393D

Alley R01771 North-South: East Rudisill Blvd., Baxter St., Oliver St., Bowser Ave.
WORK ORDER NO. 0393D

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Removal of the existing alleyway and alley approaches. Construction of new concrete alleyway, concrete alley approaches, sidewalk replacement, replacement of castings, and restoration of disturbed areas.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 10th day of September, 2019.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0406B

Butler Street Brick Street Repair
WORK ORDER NO. 0406B

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Removal and replacement of existing historical brick street pavement. The work will also consist of constructing a new base, setting brick pavers, replacing castings, upgrading ADA ramps, and repairing sidewalk as necessary.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 10th day of September, 20 19.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0413B

Wilt Street Brick Street Repair
Work Order 0413B

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Wilt Street by reconstructing residential Brick streets, installing or upgrading ADA curb ramps, repairing sidewalk, and curb

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 10th day of September, 2019.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

FOREST HILLS AND NORWOOD HEIGHTS WATER MAIN REPLACEMENT
RESOLUTION NO. 66834

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the Installation of 11,540 lf of 6-inch HDPE pipe by horizontal directional drilling including 249 service connections, 36 relocated services, and all associated hydrants, valves and appurtenances to replace the water main in the Forest Hills and Norwood Heights subdivisions. These subdivisions are East of North Anthony Blvd bracketed by Dodge Avenue to the South and Curdes Avenue to the North, extending East to Beacon Street.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **Forest Hills and Norwood Heights Water main Replacement.**

Declares the cost of the said improvements shall be paid by the funds from State Revolving Funds (SRF Bond).

Declares that this project is of public utility benefit.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $2,100,000.00.

APPROVED THIS 10th DAY OF September, 2019

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

7900-8500 Block Flutter Road Septic Elimination Project
RESOLUTION NO. 76594

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

The project consists of eliminating 11 septic systems via installing approximately 1,330 LF of 8" PVC pipe, 1,336 LF of 2" HDPE force main, 1 standard sanitary cleanout, 3 grinder pump stations and 4 manholes, and removal and replacement of driveways in the 7900 through 8500 Block of Flutter Rd.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **7900-8500 Block Flutter Septic Elimination Project.**

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Septic Elimination Relief Fund (SERF).

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares that Board of Public Works will acquire property rights described in Attachment "A" (Property Acquisition Summary Sheet)

States that there is a $0 cost associated with the purchase of any land associated with this project.

Declares the engineer's estimate of the project's total cost is $321,715.

APPROVED THIS 10th DAY OF September, 2019.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kuman Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Attachment "A"

Easement Acquisition Summary Sheet

Project Name: 7900-8500 Block Flutter Road Septic Elimination Project

PROPERTY ADDRESS AND NAME	PURCHASE TYPE	PURCHASE PRICE	STATUS
7927 Flutter Rd, Fort Wayne, IN, 46835	Easement	$0	Donated
8007 Flutter Rd, Fort Wayne, IN, 46835	Easement	$0	Donated
8014 Flutter Rd, Fort Wayne, IN, 46835	Easement	$0	Donated
8021 Flutter Rd, Fort Wayne, IN, 46835	Easement	$0	Donated
8027 Flutter Rd, Fort Wayne, IN, 46835	Easement	$0	Donated
8128 Flutter Rd, Fort Wayne, IN, 46835	Easement	$0	Donated
8131 Flutter Rd, Fort Wayne, IN, 46835	Easement	$0	Donated
8314 Flutter Rd, Fort Wayne, IN, 46835	Easement	$0	Donated
8323 Flutter Rd, Fort Wayne, IN, 46835	Easement	$0	Donated
8425 Flutter Rd, Fort Wayne, IN, 46835	Easement	$0	Donated
8530 Flutter Rd, Fort Wayne, IN, 46835	Easement	$0	Donated
8535 Flutter Rd, Fort Wayne, IN, 46835	Easement	$0	Donated

TOTAL: $0

WATER POLLUTION CONTROL PLANT ADMIN BUILDING AIR HANDLER
RESOLUTION NO. 76672

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Generally involves that replacement of existing air handling unit with two separate furnace units and all appurtenances, for conditioning office space. Main level Men's and Women's restrooms will have new supply air ductwork and replace existing plaster ceiling with a drop ceiling. A split unit will be provided for conditioning of two locker rooms in the lower level.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Water Pollution Control Plant Admin Building Air Handler.

Declares the cost of the said improvements shall be paid by the funds from public funds Fort Wayne Sewer Utility Revenue.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $127,000.

APPROVED THIS 10th DAY OF September, 2019.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

A RESOLUTION OF THE FORT WAYNE, INDIANA BOARD OF PUBLIC WORKS RENEWING THE TAX SALE AGENCY AGREEMENT TO BID ON TAX-DELINQUENT PROPERTIES FOR CITY UTILITIES

RESOLUTION NUMBER 106-9-10-19-1

WHEREAS, pursuant to IC 6-1.1-24 et seq., Allen County annually conducts an auction sale of real property which has been certified as eligible for sale because of certain property tax or assessment delinquencies (the "Tax Sale").

WHEREAS, on September 20, 2017, by Resolution Number 104-9-20-17-1, the Board of Public Works approved a certain Tax Sale Agency Agreement (the "Agreement") between City Utilities for the City of Fort Wayne ("City Utilities") and a nonprofit entity (the "Nonprofit"), pursuant to which Agreement the Nonprofit was appointed to act as City Utilities' agent to bid on and/or acquire certain parcels of real estate at the Tax Sale using City Utilities' funds, and at City Utilities' direction, and without compensation to the Nonprofit.

WHEREAS, on September 11, 2018 the Agreement was extended by an additional twelve (12) month term upon the written agreement of both Parties, pursuant to Resolution Number 105-9-11-18-4.

WHEREAS, both parties wish to extend the term of the Agreement for an additional twelve months, and to such end have agreed upon an amendment to the Agreement so extending its term, and providing that the Agreement may be amended for additional terms of twelve months upon their mutual written agreement (the "2019 Amendment").

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF FORT WAYNE, INDIANA BOARD OF PUBLIC WORKS AS FOLLOWS:

The 2019 Amendment to the Tax Sale Agency Agreement, extending the term of the Agreement for an additional twelve month period from September 11, 2019 to September 10, 2020, and providing for additional twelve-month term extensions, is hereby

APPROVED this 10th day of September, 2019.

[SIGNATURES BEGIN ON NEXT PAGE]

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BOARD OF PUBLIC WORKS

By: _____
Shan Gunawardena, Chair

By: _____
Kumar Menon, Member

By: _____
Mike Avila, Member

Attest: _____ 9.10.19
Michelle Fulk-Vondran, Clerk

Prepared by: Seth Weinglass, City of Fort Wayne, Program Manager, Capital Project Services

ACKNOWLEDGEMENT

STATE OF INDIANA)
) **SS:**
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State personally appeared Shan Gunawardena, Kumar Menon, and Mike Avila, as Members of the Board of Public Works of the City of Fort Wayne, Indiana, and Michelle Fulk-Vondran, Clerk of the Board of Works, and acknowledged the execution of the foregoing resolution as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 10th day of September, 2019.

_____
Notary Public

Resident of Allen County

_____
Printed Name of Notary

My Commission Expires:

MICHELLE R NELSON
Notary Public - Seal
State of Indiana
Allen County
My Commission Expires Nov 6, 2022

SECOND AMENDMENT
TO TAX SALE AGENCY AGREEMENT

This Second Amendment to Tax Sale Agency Agreement ("Second Amendment") is made and entered into on the Dated Date (as hereinafter defined) between **City Utilities for the City of Fort Wayne, Indiana, by and through the City of Fort Wayne Board of Public Works** ("CU") and **Summit Development Corp., an Indiana Nonprofit Corporation** ("SDC") (each a "Party" and collectively the "Parties"):

WHEREAS, at CU's request, and subsequent to the approval thereof by the Board of Public Works, the Parties entered into a Tax Sale Agency Agreement ("Agreement"), dated September 20, 2017, for the purpose of facilitating CU's purchase of real estate at auction in the annual Allen County, Indiana Tax Sale (the "Tax Sale"); and

WHEREAS, the Agreement provides for an initial twelve (12) month period ("Term"), with an option to extend the Term for one (1) additional twelve (12) month period upon the written agreement of the Parties; and

WHEREAS, pursuant to a First Amendment to Tax Sale Agency Agreement, dated September 11, 2018, ("First Amendment") the Term was extended for an additional twelve (12) month period to September 20, 2019; and

WHEREAS, the Parties desire to amend the Agreement to provide for a second additional twelve (12) month extension of the Term;

NOW, THEREFORE, the Parties hereby agree that the Agreement shall be amended by deleting paragraph 7 thereof and substituting therefor the following paragraph 7:

> "The Agreement shall be for a twelve (12) month period commencing on the Dated Date (the "Term"). The Term may be extended for a maximum of two (2) consecutive additional twelve (12) month periods commencing September 21, 2018 and September 21, 2019, respectively, upon the written agreement of the Parties,"

Except as herein expressly amended, the Agreement shall remain in full force and effect in accordance with its original terms.

[SIGNATURES BEGIN ON NEXT PAGE]

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IN WITNESS WHEREOF, this Second Amendment to Tax Sale Agency Agreement has been executed by the Parties on this 10 day of September, 2019 (the "Dated Date").

BOARD OF PUBLIC WORKS

By: /s/
Shan Gunawardena, Chair

By: Mike Avila
Mike Avila, Member

By:
Kumar Menon, Member

Attest:
Michelle Fulk-Vondran, Clerk

SUMMIT DEVELOPMENT CORP.

By:
Nancy Townsend, Vice President

CONCORDIA LUTHERAN HIGH SCHOOL
STORM SEWER REHABILITATION
RESOLUTION NO. 83724

RESOLUTION BY THE BOARD OF STORMWATER MANAGEMENT of the City of Fort Wayne, Indiana that:

The Contractor shall furnish all labor, materials, supplies, and equipment required to perform the following:

Geopolymer lining of approximately 200 linear feet of 48" sewer, with an additional alternate of approximately 60 linear feet of 48" geopolymer lining.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Concordia Lutheran High School Storm Sewer Rehabilitation.

Declares the cost of the said improvements shall be paid by the funds from Fort Wayne Stormwater Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will acquire the property rights described in Attachment "A" (Property Acquisition Summary Sheet).

Declares the engineer's estimate of the project's total cost is $184,000.00.

APPROVED THIS 10th DAY OF September, 2019.

BOARD OF STORMWATER MANAGEMENT

BY: ABSENT
Matthew Wirtz, Chair

BY:
Shan Gunawardena, Member

BY:
Mike Avila, Member

ATTEST:
Michelle Fulk-Vondran, Clerk

ATTACHMENT "A" - PROPERTY ACQUISITION SUMMARY

PARCEL NO	OWNER	PROPERTY ADDRESS	SHEET NUMBER	SOURCE OF TITLE DEED RECORD NUMBER	FEE SIMPLE OWNERSHIP	SEWER AND DRAINAGE EASEMENT	TEMPORARY CONSTRUCTION EASEMENT	COST	EASEMENT DOCUMENT NUMBER
1	Concordia Educational Association, Inc.	1601 St Joe River Dr	2	02-07-25-427-001.000-074	X	X		$ 7,904.00	2017012373
2	Concordia Educational Association, Inc.	1601 St Joe River Dr	2	02-07-25-427-001.000-074	X		X	$ 1,380.00	2017012373

IMPROVEMENT RESOLUTION NO. 0369D

Alley R10806 East-West: McKinnie Ave, Senate Ave, Smith St, Bowser Ave
WORK ORDER NO. 0369D

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

An East-West Concrete Alley by removing and replacing pavement, adjusting drainage structures, and reconstructing alley approaches as necessary.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 17th day of September, 2019.

BOARD OF PUBLIC WORKS

ABSENT
Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila
Mike Avila, Member

ATTEST:
Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0374D

Alley R00915,R00916 N-S, Killea St, W Wildwood Ave, Hoagland Ave, Webster St
WORK ORDER NO. 0374D

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Two North-South Concrete Alleys by removing and replacing pavement, adjusting drainage structures, and reconstructing alley approaches as necessary.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 17 day of September, 20 19.

BOARD OF PUBLIC WORKS

ABSENT
Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila
Mike Avila, Member

ATTEST:
Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0412D

Alley R00310 East-West: Sherman Blvd, Barthold St, West Fourth St, Third St
WORK ORDER NO. 0412D

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

An East-West alley by removing and replacing existing concrete alley, alley drive approach, some sidewalk and seeding and restoration.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 17 day of September, 2019.

BOARD OF PUBLIC WORKS

ABSENT
Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:
Michelle Fulk-Vondran, Clerk

ARLINGTON AND SHERWOOD
WATER MAIN REPLACEMENT PHASE 1
RESOLUTION NO. 66837

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Installation of 10,200 feet of 6" HDPE pipe via horizontal directional drilling, along with associated hydrants, valves, and other appurtenances.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **ARLINGTON AND SHERWOOD WATER MAIN REPLACEMENT PHASE 1.**

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Water Utility Revenue.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associated with this project.

Declares the engineer's estimate of the project's total cost is $1,555,000.00.

APPROVED THIS 17 DAY OF September, 2019.

BOARD OF PUBLIC WORKS

BY: ABSENT
Shan Gunawardena, Chairman

BY: _____
Kumar Menon, Member

BY: Mike Avila
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Water Pollution Control Plant
Digester Gas Flare Improvements
RESOLUTION NO. 76725

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the installation of an additional digester gas flare at the Water Pollution Control Plant. The new flare will become the primary removal technique for excess digester gas.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **WPCP Digester Gas Flare Improvements**

Declares the cost of the said improvements shall be paid by the funds from public funds Fort Wayne Sewer Utility (State Revolving Fund).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $380,000.

APPROVED THIS 17th DAY OF September, 20 19.

BOARD OF PUBLIC WORKS

BY: ABSENT
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Approval of Resolution #106-9-17-19-1, Agreement between the City of Fort Wayne, Indiana and Itron, Inc. Regarding the Water Meter Replacement Project. The not-to-exceed amount is $18,704,297.54

CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS

ABSENT
Shan Gunawardena, Chair

Kumar Menon, Member

Mike Avila
Mike Avila, Member

ATTEST: 9-17-19
Michelle Fulk-Vondran, Clerk

CU 9-17-19

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MASTER SALES AGREEMENT
TERMS AND CONDITIONS

This Master Sales Agreement (the "***Agreement***") is made and entered into as of Sept 17th, 2019 (the "***Effective Date***") by and between Itron, Inc., a Washington corporation with a principal place of business at 2111 N. Molter Road, Liberty Lake, Washington 99019 ("***Itron***"), and the City of Fort Wayne, by and through its Board of Public Works, a political subdivision located in the State of Indiana, with a principal place of business at 200 E. Berry St., Fort Wayne, IN 46802 (***"Customer"***). Itron and Customer may each be referred to as a "Party" and together as the "Parties".

1. Scope. This Agreement sets forth the terms governing all Technology & Services Addenda under this Agreement. The attached Transaction Summary identifies which Addenda are made a part of this Agreement. This Agreement is subject to approval by the Fort Wayne Common Council and shall only become binding upon the Parties if such approval is obtained.

2. Technology & Services Addenda. Technology & Services Addenda may set forth additional terms and conditions applicable to specific products and services purchased by Customer. In the event of a conflict between this Agreement and an Addendum, the terms of this Agreement will control to the extent necessary to resolve the conflict.

3 Purchase Orders. All purchase orders will be governed by the terms of this Agreement. Pre-printed terms on a purchase order will be null and void, and no contingency, addition, or conflicting term contained on any purchase order will be binding upon Itron.

4. Fees, Taxes, and Payment.

4.1. Fees. Fees will be specified in a pricing summary made a part of this Agreement. Itron reserves the right to modify the pricing summary from time-to-time during the term of this Agreement upon thirty (30) days' prior written notice to Customer for any new purchase orders.

4.2. Taxes. Prices and charges for products and services are exclusive of taxes, levies, duties and similar governmental assessments ("***Taxes***"), all of which are the responsibility of Customer to pay. Customer is responsible for paying all Taxes applicable to transactions. If Itron has the legal obligation to pay or collect Taxes for which Customer is responsible, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides a valid tax exemption certificate or direct pay permit authorized by the appropriate taxing authority. Itron is solely responsible for taxes assessable against Itron based on its income, property and employees.

4.3. Payment. All purchase orders are subject to credit approval. Payment terms are net thirty (30) days from the date of invoice. All payments shall be made in US currency. Late payments shall accrue interest from the due date at the rate of 1.0% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, until the date paid, and Itron may condition future renewals and purchase orders on payment terms shorter than thirty (30) days.

5. Term and Termination.

5.1. Term. Subject to approval of the Fort Wayne Common Council, the initial term of this Agreement begins on the Effective Date and continues for a period of twenty (20) years ("Initial Term") and shall automatically renew for up to three (3) one (1) year renewal terms (each, a "Renewal Term") unless either Party provides written notice to the other Party of its intent not to renew the Agreement at least ninety (90) days prior to expiration of the Initial Term or the applicable Renewal Term.

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5.2. Termination for Convenience. Customer may terminate this Agreement for convenience upon ninety (90) days' prior written notice to Itron. In such case, Customer shall pay Itron for any work or Services provided by Itron up to the date of termination.

5.3. Termination for Cause. Other than Customer's nonpayment which shall constitute a breach of this Agreement if full payment is not received within five (5) days of written notice from Itron, either Party may terminate this Agreement by providing the other Party with written notice to terminate if the other Party (i) becomes insolvent, executes a general assignment for the benefit of creditors or becomes subject to bankruptcy or receivership proceedings; (ii) breaches its obligations related to the other Party's Confidential Information (defined below); or (iii) commits a material breach of this Agreement that remains uncured for thirty (30) days following delivery of written notice of such breach (including, but not necessarily limited to, a statement of the facts relating to the breach or default, the provisions of this Agreement that are in breach or default and the action required to cure the breach or default).

5.4. Surviving Provisions. Any provision of this Agreement that contemplates performance or observance subsequent to termination or expiration of this Agreement shall survive termination or expiration and continue in full force and effect for the period so contemplated.

6. Confidentiality.

6.1. Definitions. (A) "***Confidential Information***" means (1) this Agreement and the discussions, negotiations, and proposals related to this Agreement and (2) information, whether provided directly or indirectly from the other Party in writing, orally, by electronic or other data transmission or in any other form or media or obtained through on-site visits at Itron or Customer facilities and whether furnished or made available before or after the date of this Agreement, that is confidential, proprietary or otherwise not generally available to the public. Confidential Information includes, without limitation, business and marketing information and plans, inventions, products, processes, developments, methods, systems, improvements, know-how, trade secrets, technology, software and/or data, ideas, strategies, financial information, production information, formulations, manufacturing processes, product standards and specifications, and Customer Data (as defined in Section 7). Confidential Information does not include information that is: (a) rightfully known to the Receiving Party (defined below) before negotiations leading up to this Agreement; (b) independently developed by the Receiving Party without relying on the Disclosing Party's (defined below) Confidential Information; (c) part of the public domain or is lawfully obtained by the Receiving Party from a third party not under an obligation of confidentiality; or (d) free of confidentiality restrictions by agreement of the Disclosing Party. (B) "***Receiving Party***" means the Party receiving Confidential Information of the other. (C) "***Disclosing Party***" means the Party disclosing Confidential Information to the other Party.

6.2. Obligations. The Receiving Party will keep Confidential Information of the Disclosing Party strictly confidential and will not disclose it to any third party during the term of this Agreement and for a period of seven (7) years after termination or expiration of this Agreement. These obligations of confidentiality do not apply to any information that is required to be disclosed by any applicable law or regulation; provided, however, that the Receiving Party must provide prior written notice of a request for such disclosure to the Disclosing Party with as much notice as reasonably possible under the circumstances. Customer acknowledges that under Itron's obligations to comply with the U.S. Securities laws, Itron may be required to disclose the execution of this Agreement as part of its reporting requirements to the U.S. Securities and Exchange Commission and hereby consents to such disclosure.

6.3. Permitted Disclosure. The Receiving Party may disclose Confidential Information to its affiliates, agents, contractors, and legal representatives, but only if they have a need to know and an obligation to protect the Disclosing Party's Confidential Information that is at least as restrictive as the confidentiality provisions of this Agreement.

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6.4. Return of Confidential Information. The Receiving Party will destroy or return the Disclosing Party's Confidential Information within fourteen (14) days after receipt of the Disclosing Party's written request. With the exception of Customer Data, the Receiving Party may retain a copy of Confidential Information as part of archival records (including backup systems) the Receiving Party keeps in the ordinary course of business, or if required by law or regulation; provided, however, that any Confidential Information so retained will continue to be Confidential Information pursuant to the terms of this Agreement, and the Receiving Party will continue to be bound by the terms of this Agreement with respect to such Confidential Information.

7. Privacy.

7.1. General. If, in the course of providing any services, Itron has or obtains, to any extent and for any reason, any access to Customer Data, then the terms and conditions of this Section 7 will apply.

7.2. Definition of Customer Data. "***Customer Data***" means any information about Customer's existing or prospective customers that Itron acquires, develops, or derives under this Agreement. Customer Data may include, without limitation, any personally identifying information relating to an existing or prospective customer, or any other information that, either individually or when combined with other information could be used to derive information specific to a particular customer or prospective customer, which information is not generally available to the public and which Itron acquires or derives in carrying out its obligations under this Agreement. Customer Data includes, but is not limited to, information regarding a User's identity, social security number, telephone number, credit card number, e-mail address, account information, service purchase and usage information.

7.3. Use of Customer Data. Itron may only collect, access, use, maintain, or disclose Customer Data to fulfill its obligations under this Agreement. Customer exclusively owns all Customer Data and Itron agrees to return, or at the election of Customer, destroy (and confirm in writing the destruction) all Customer Data upon the termination or expiration of this Agreement, or earlier if requested to do so in writing by Customer.

7.4. Reservation of Rights to Customer. Subject to the limited rights granted by Customer hereunder, Itron acquires no right, title or interest from Customer or its licensors under this Agreement in or to Customer Data, including any Intellectual Property (defined below) rights in that Customer Data.

7.5. Safeguards. Itron will employ administrative, physical, and technical safeguards that are reasonably designed to prevent unauthorized collection, access, disclosure, and use of Customer Data while in its custody ("***Safeguards***"). The Safeguards Itron employs must: (1) meet, at a minimum, industry practice; and (2) be reasonably designed to ensure that only Itron personnel with a need to know the Customer Data have access to it. Itron will promptly notify Customer of any known breach of any Safeguards, and Itron and Customer will cooperate to investigate and remedy any such breach and any related dispute, inquiry, or claim.

7.6. Miscellaneous. This Section 7 supplements Section 6 ("Confidentiality"), and the provisions of this Section 7 control if they conflict with Section 6 ("Confidentiality"). A breach of any Customer Data provision may result in irreparable harm to Customer for which monetary damages may not provide a sufficient remedy, and in the event of such breach, Customer may seek both monetary damages and equitable relief.

8. Publicity. Neither Party shall disclose, advertise, or publish the detailed terms and conditions of this Agreement without the prior written consent of the other Party, except as otherwise required by applicable law, including, but not limited to, the Indiana Access to Public Records Act, I.C. 5-14-3-1 *et seq*. Any press release or publication regarding this Agreement or deliverables under it are presumed by the Parties

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to contain Confidential Information and is subject to prior review and written approval of the Parties.

9. Warranties.

9.1. Services & Deliverables Warranties. Express warranties for products and services (the "***Express Warranties***") will be stated in the applicable Addenda for the period stated therein (the "***Express Warranty Period***").

9.2. CERTAIN WARRANTY EXCLUSIONS. THE WARRANTIES UNDER THIS AGREEMENT AND THE ADDENDA DO NOT COVER PROBLEMS CAUSED BY EXTERNAL CAUSES, INCLUDING ACCIDENTS, ACTS OF VANDALISM, ABUSE, MISUSE, INADEQUATE MAINTENANCE, UNKNOWN OR UNFORESEEN ELECTROMAGNETIC DISTURBANCES ON THE NETWORK, PROBLEMS WITH ELECTRICAL POWER, ACTS OF GOD, AND SERVICE (INCLUDING INSTALLATION OR DE-INSTALLATION) NOT PERFORMED OR AUTHORIZED BY ITRON.

9.3. DISCLAIMER OF WARRANTIES. WARRANTIES UNDER THIS AGREEMENT, TOGETHER WITH ALL EXPRESS WARRANTIES CONTAINED IN ANY ADDENDUM, STATEMENT OF WORK, OR OTHERWISE INCORPORATED IN THIS AGREEMENT, CONSTITUTE AND EXPRESS THE ENTIRE STATEMENT OF THE PARTIES WITH RESPECT TO WARRANTIES. EXCEPT AS STATED IN THIS AGREEMENT OR IN ANY ADDENDUM, STATEMENT OF WORK, OR OTHER DOCUMENT INCORPORATED INTO THIS AGREEMENT, THE PARTIES DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES, CONDITIONS OR REPRESENTATIONS INCLUDING, WITHOUT LIMITATION, (I) IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (II) WARRANTIES OF TITLE AND AGAINST INFRINGEMENT AND (III) WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. TO THE EXTENT ANY IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD DEFINED IN THIS AGREEMENT OR THE APPLICABLE ADDENDUM.

10. Insurance. During the term of this Agreement, Itron will maintain the following minimum levels of insurance (i) workers' compensation insurance for Itron employees equal to applicable statutory limits and an employer's liability policy in an amount not less than $1,000,000.00; (ii) an occurrence form commercial general liability policy or policies in an amount not less than $1,000,000.00 per occurrence and $2,000,000.00 aggregate; (iii) an automobile liability policy or policies in an amount not less than $1,000,000.00 combined single limit; and (iv) a professional liability policy or policies insuring against liability for errors and omissions covering professional activities contemplated under this Agreement in an amount not less than $1,000,000.00. Upon written request, Itron will provide Certificates of Insurance evidencing the coverage described in this Section.

11. Limitation of Liability.

11.1. NO CONSEQUENTIAL DAMAGES. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES (INCLUDING LOST PROFITS OR SAVINGS) FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF THE PARTY WAS OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF THESE DAMAGES, EXCEPT THAT THE FOREGOING WILL NOT RESTRICT A PARTY'S ABILITY TO RECOVER ACTUAL DAMAGES FOR BREACH OF THIS AGREEMENT, INCLUDING THE COSTS OF OBTAINING REPLACEMENT SERVICES AND DELIVERABLES COMPLYING WITH THE TERMS OF THIS AGREEMENT. THIS LIMITATION SHALL NOT APPLY TO INDEMNIFICATION CLAIMS ASSERTED IN ACCORDANCE WITH SECTION 12 HEREOF.

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11.2. LIMITATION. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR DAMAGES IN EXCESS OF THE FEES PAID BY CUSTOMER TO SUPPLIER FOR THE SERVICES OR DELIVERABLES PROVIDED UNDER THE TERMS OF THIS AGREEMENT. THIS LIMITATION SHALL NOT APPLY TO INDEMNIFICATION CLAIMS ASSERTED IN ACCORDANCE WITH SECTION 12 HEREOF.

12. Indemnification Against Third Party Claims.

12.1. General Claims. Itron agrees to defend Customer and Customer's successors and assigns, officers, directors, employees, representatives, and agents ("***Customer Indemnitees***") from and against any and all third-party claims, demands, suits, actions, causes of action, of any kind whatsoever (together a "***Claim***"), and, notwithstanding Section 11 of this Agreement, Itron will indemnify and hold harmless Customer Indemnitees from and against all damages, losses, costs and/or expenses of any kind whatsoever, whether direct, indirect, consequential, or otherwise (including legal fees and disbursements) awarded against Customer in any such Claim, or those costs and damages agreed to by Itron in a monetary settlement of such Claim, to the extent resulting from damages to persons or real or tangible property, bodily injury or death caused by Itron's negligence or intentional misconduct (including that of its employees, agents, and contractors) arising in connection with this Agreement.

12.2. Infringement Claims. Itron shall defend the Customer Indemnitees from and against any and all claims, demands, suits, actions, causes of action, of any kind whatsoever, for damages, losses, costs and/or expenses (including legal fees and disbursements) by an unaffiliated third party to the extent resulting from any allegation that any Itron Deliverables and/or Services constitute a direct infringement, violation or misappropriation of any such third party's Intellectual Property rights. The foregoing does not apply to products that are not manufactured by Itron or to software licensed by third parties.

12.3. Conditions to Infringement Claim Defense. Itron's infringement defense obligations under Section 12.2 are conditioned on Customer's agreement that if the applicable product or service becomes, or in Itron's opinion is likely to become, the subject of such a claim, Itron will have the right, at Itron's sole option and expense, either to procure the right for Customer to continue using the affected product or service or to replace or modify the same so that it becomes non-infringing. Such replacements or modifications will be functionally equivalent to the replaced product or service. If the foregoing alternatives are not available on terms that are commercially reasonable in Itron's sole judgment, Itron shall have the right to require Customer to cease using the affected product or service in which case Itron will refund to Customer the depreciated value of the affected product or the unused portion of the service, as the case may be.

12.4. Exclusions to Infringement Claim Defense. Itron shall have no obligation under this Agreement to the extent any claim of infringement or misappropriation results from: (i) use of a product or service, other than as permitted under this Agreement or as intended by Itron, if the infringement would not have occurred but for such use; (ii) use of any product or service in combination with any other product, equipment, software or data, if the infringement would not have occurred but for such combination; (iii) any use of any release of a software or any firmware other than the most current release made available to Customer, (iv) any claim based on Customer's use of a product after Itron has informed Customer of modifications or changes to the product required to avoid such claims and offered to implement those modification or changes, if such claim would have been avoided or mitigated by the implementation of Itron's suggestions, (v) any modification to a product made by a person other than Itron or an authorized representative of Itron, or (vi) compliance by Itron with specifications or instructions supplied by Customer. Itron shall not be liable hereunder for enhanced or punitive damages that could have been avoided or reduced by actions within the control of Customer.

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12.5. Conditions to Defense. As a condition to Itron's defense obligations under this Agreement, Customer will provide Itron with prompt written notice of the Claim, permit Itron to control the defense, settlement, adjustment or compromise of the Claim and provide Itron with reasonable assistance in connection with such defense; however, Itron shall not consent to any judgment or settlement of the foregoing, that creates an obligation on any Customer Indemnitee without first obtaining such Customer Indemnitee's prior written consent. Customer may employ counsel at its own expense to assist it with respect to any such Claim.

12.6. THIRD PARTY CLAIM DISCLAIMER. THIS SECTION CONSTITUTES ITRON'S SOLE AND EXCLUSIVE OBLIGATION WITH RESPECT TO THIRD PARTY CLAIMS BROUGHT AGAINST CUSTOMER.

13. Intellectual Property.

13.1. Definition. "***Intellectual Property***" means intellectual and industrial property rights, and moral rights or similar or analogous proprietary rights, pertaining to a particular invention, work of authorship, symbol or other mark or designation indicative of source or quality, or other particular item of tangible or intangible property, arising under statutory or common law or by contract, in the United States or another country that recognizes such rights, whether or not perfected, now existing or hereafter filed, issued, or acquired, including: (i) patent rights associated with an invention and processes (including business processes), methods and apparatuses entailed by such invention (including, as applicable, the rights to make, use, sell, offer to sell, import, or have made, and the rights to file and prosecute patent applications and provisional patent applications); (ii) rights associated with works of authorship, including copyrights and mask work rights (including the rights to copy, adapt, distribute, display, perform, and create derivative works); (iii) rights relating to the protection of trade secrets and Confidential Information (including the rights to use and disclose); (iv) trademarks, service marks, trade dress, trade names, and design patent rights (including the right to goodwill appertaining thereto); (v) moral rights; and (vi) other rights analogous, similar, or comparable to those described by the foregoing clauses (i) through (v), and other proprietary rights relating to intangible property (including licensing rights and shop rights).

13.2. Reservation of Intellectual Property Rights. Itron reserves all rights, title and interest in and to all of its Intellectual Property. Customer reserves all rights, title and interest in and to all of its Intellectual Property.

13.3. Suggestions. Itron shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into its products and services any suggestions, enhancement requests, recommendations or other feedback provided by Customer.

14. Change Requests & Change Orders.

14.1. Request. Customer may at any time, and from time to time, propose changes to services or services deliverables or request that Itron perform additional services for Customer (each a "***Change Request***"). Within a reasonable period after receiving a written Change Request from Customer, Itron will prepare and submit a written proposal in the form of a statement of work to Customer that: (i) if applicable, assesses the expected impact of the Change Request on any services or services deliverables being provided at the time of the request; (ii) defines and describes how Itron would fulfill or satisfy the Change Request, and describes any additional services or services deliverables to be provided by Itron in reasonable detail; (iii) sets forth pricing, specifications, implementation plans and time schedules, with appropriate milestone and completion dates, anticipated by Itron in connection with fulfilling the Change Request; (iv) contains proposed completion and acceptance criteria; and (v) sets forth any other information required by this Agreement and any Technology & Services Addendum.

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14.2. Response. If Itron timely submits a response to the Change Request, the Parties will attempt in good faith to negotiate a mutually acceptable resolution. Mutually agreed upon Change Requests will take the form of a written order (each a "***Change Order***"). Following the issuance of any Change Request and during any negotiation, Itron will continue to provide the services and services deliverables, unless otherwise agreed to by Itron and Customer in writing.

14.3. Failure to Respond to Change Request. If Itron fails to respond to Customer's Change Request within five (5) business days, the Change Request will be deemed to be rejected.

14.4. Authorized Approvals. No Change Order will be binding upon Customer or Itron unless executed and delivered by an authorized signatory of both Parties. All Change Orders and all statements of work under a Change Order will be governed by the terms and conditions of this Agreement and the applicable Technology & Services Addendum.

15. Dispute Resolution.

15.1. Dispute Resolution Procedure. The Parties will resolve any dispute between the Parties regarding the interpretation of this Agreement or Itron's performance using the procedures in this Section.

15.1.1. Either Party may give the other Party written notice of any dispute not resolved in the normal course of business. Upon delivery of the notice, each of the Parties will appoint a designated representative who does not devote substantially all of his or her time to performance under this Agreement and who, in the case of Customer, will be a deputy director (or more senior corporate officer), and in the case of Itron, a director (or more senior corporate officer), to meet for the purpose of resolving the dispute.

15.1.2. The representatives will discuss the problem and negotiate in good faith to resolve the dispute promptly and without the necessity of any formal proceeding. If either Party intends to have an attorney attend a meeting, it will notify the other Party at least two (2) business days before the meeting to enable the other Party to also be accompanied by an attorney. All negotiations pursuant to this Section are confidential and will be treated as compromise and settlement negotiations for purposes of evidentiary rules.

15.1.3. If the disputed matter has not been resolved by the designated representatives within ten (10) business days after delivery of the written notice by one Party to the other, or such longer period as agreed to in writing by the Parties, each Party will have the right to commence any legal proceeding as permitted by law.

15.2. Agreements in writing. No agreement achieved under this dispute resolution process will be binding on either Party unless set forth in a writing executed by both Parties by duly authorized signatories.

15.3. No Termination or Suspension of Services. During the pendency of any dispute, Itron will not interrupt or delay the provision of Services, disable any Deliverable in whole or in part, or perform any other action that prevents, slows down, or reduces in any way the provision of Services or Customer's ability to conduct its business, unless Customer agrees in writing or terminates this Agreement.

15.4. Injunctive relief. Neither Party will be obligated to follow the procedures set forth in this Section when seeking injunctive relief.

16. Miscellaneous.

16.1. Entire Agreement. This Agreement and any attachments hereto constitute the entire agreement

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between the Parties with respect to the subject matter hereof and supersede all previous and contemporaneous agreements pertaining to such subject matter. All prior and contemporaneous agreements, representations, warranties, statements, negotiations, understandings, and undertakings are superseded hereby and Customer represents and acknowledges that it has not relied on any representation or warranty other than those explicitly set forth in this Agreement in connection with its execution of this Agreement. Neither Party shall be bound by terms and conditions imprinted on or embedded in purchase orders, order acknowledgments, statements of work not expressly made a part hereof or other communications between the Parties. In the event terms or conditions in the main body of this Agreement and terms or conditions in any Addendum are in conflict, the terms or conditions of the main body of this Agreement shall prevail. If any terms or conditions in any Addendum and the terms or conditions of in any other Addendum are in conflict, the Addendum most closely related to the subject matter of the conflict (as indicated, in most instances, by the title of the Addendum) shall prevail. To the extent necessary to understand the intent of the parties with respect to an ambiguous term of this Agreement so that this Agreement may be properly interpreted by a mutually agreed upon mediator or a court of competent jurisdiction, either party may rely on and admit all or portions of the following documents into evidence before such court or mediator, copies of which are attached hereto:

16.1.1. Initial Response to Appendix 1 of the RFP—Fort Wayne FWCU Advanced Meter Infrastructure System Resolution No. 105-10-30-18-2 dated December 18, 2018

16.1.2. Best and Final Response to the RFP—Fort Wayne FWCU Advanced Meter Infrastructure System Resolution NO. 105-10-30-18-2 dated March 1, 2019

The Parties agree that the documents identified in this Section 16.1 are attached for reference and do not, by their attachment to this Agreement, create a binding commitment as to the contents.

16.2. Waivers. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision. No waiver granted under this Agreement as to any one provision herein shall constitute a subsequent waiver of such provision or of any other provision herein, nor shall it constitute the waiver of any performance other than the actual performance specifically waived.

16.3. No Assignment. This Agreement is personal to each Party, and none of the rights of a Party hereunder shall be sold, transferred, assigned or sublicensed by a Party; provided, however, that upon written notice to Customer, Itron shall have the right to assign, by contract or by operation of law, any or all of its rights and obligations under this Agreement to a Itron Affiliate without any requirement that Itron seek or obtain the approval of Customer. "***Itron Affiliate***" means an entity controlled by or under common control with Itron.

16.4. Captions; Section Numbers. Article, section and paragraph numbers and captions are provided for convenience of reference and do not constitute a part of this Agreement. Any references to a particular Section of this Agreement will be deemed to include reference to any and all subsections thereof.

16.5. Neither Party Deemed Drafter. Despite the possibility that one Party or its representatives may have prepared the initial draft of this Agreement or any provision or played a greater role in the preparation of subsequent drafts, the Parties agree that neither of them will be deemed the drafter of this Agreement and that, in construing this Agreement, no provision hereof will be construed in favor of one Party on the ground that such provision was drafted by the other.

16.6. Expenses. Each Party will be responsible for, and will pay, all expenses paid or incurred by it in connection with the planning, negotiation, and consummation of this Agreement.

16.7. Anti-Corruption. Customer has not received or been offered any illegal or improper bribe,

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kickback, payment, gift, or thing of value from an Itron employee or agent in connection with this Agreement.

16.8. Relationship of the Parties. The Parties are independent contractors for all purposes and at all times. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties. Itron has the responsibility for, and control over, the methods and details of performing services and providing products under this Agreement. Itron will provide all tools, materials, training, hiring, supervision, work policies and procedures, and be responsible for the compensation, discipline and termination of Itron personnel. Neither Party has any authority to act on behalf of, or to bind the other to any obligation.

16.9. Compliance with Law. Itron and Customer will at all times perform their respective obligations under this Agreement in compliance in all material respects with all applicable foreign, domestic, state, and local laws and regulations of all applicable foreign and domestic jurisdictions, and in such a manner as not to cause the other to be in material violation of any applicable laws or regulations including any applicable requirements of any foreign, domestic, state, or local authority regulating health, safety, employment, the environment, consumer protection, security, exportation, information services, or telecommunications.

16.10. Governing Law. This Agreement and performance hereunder will be governed by and construed in accordance with the laws of the State of Indiana without reference to their conflicts of law principles or the United Nations Convention on Contracts for the Sale of Goods.

16.11. Forum Selection. The Parties agree that all actions and proceedings arising out of or related to this Agreement, except as necessary to enforce indemnity or defense obligations, will be brought only in a state court located in Allen County, Indiana or in the United States District Court for the Northern District of Indiana. The Parties hereby consent to such venue and to the jurisdiction of such courts over the subject matter of such proceeding and themselves.

16.12. Intentionally Omitted.

16.13. Notices. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by overnight delivery, (iv) the second business day after sending by confirmed facsimile, or (iv), except for legal notices, the first business day after sending by email. All legal notices shall be clearly identified as such.

16.14. Severability. If any provision of this Agreement or its applications to particular circumstances is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision (or its application to those circumstances) will be deemed stricken and the remainder of this Agreement (and the application of that provision to other circumstances) will continue in full force and effect insofar as it remains a workable instrument to accomplish the intent and purposes of the Parties; the Parties will replace the severed provision with the provision that will come closest to reflecting the intention of the Parties underlying the severed provision but that will be valid, legal, and enforceable.

16.15. Force Majeure. Except for the obligation to pay monies due and owing, neither Party shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God, earthquake, labor disputes, industry wide shortages of supplies, actions of governmental entities, riots, war, terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the defaulting Party shall be extended for a period equal to the period during which such event prevented such Party's performance.

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16.16. No Third Party Rights. This Agreement is entered into only for the benefit of Customer and Itron and no other person or entity shall have the right to enforce any of its terms.

16.17.Authorization. Each Party represents and warrants that the signing, delivery and performance of this Agreement has been properly authorized.

16.18.Counterparts. This Agreement may be executed by facsimile or scan and in counterparts, which taken together shall form one legal instrument.

[Signature Page Follows]

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SIGNATURE PAGE
TO
MASTER SALES AGREEMENT
TERMS AND CONDITIONS

APPROVED this 19th day of September, 2019.
BOARD OF PUBLIC WORKS

By: ABSENT
Shan Gunawardena, Chair

By: _____
Kumar Menon, Member

By: Mike Avila
Mike Avila, Member

Attest: _____
Michelle Fulk-Vondran, Clerk

Itron, Inc

By: DocuSigned by: _____
B423AAC598A54AD...

Printed name and Title: Robert Farrow VP Treasury

Date: 9/16/2019

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TRANSACTION SUMMARY
TO
MASTER SALES AGREEMENT

Technology & Services Addendum to Master Sales Agreement

1. Equipment Purchase & Warranty Schedule Addendum ☒
2. Software License Addendum ☒
3. Maintenance & Support Services Addendum ☒
4. Installation/Implementation Services Addendum ☒
5. Cloud Infrastructure Service Addendum ☐
6. Software-as-a-Service Addendum ☒
7. Managed Services Addendum ☒
8. Managed Services In-Field Maintenance Option ☒

Pricing Summary *(Attached)*

BMR# Click here to enter text.

Software-as-a-Service Term / Managed Services Term / Cloud Infrastructure Service Term

Minimum 3-Year Term Commitment Required unless otherwise indicated below; Minimum Monthly Fee Required

☒ Other: Minimum Commitment Period 1 Year

*[**Important Note Regarding Minimum Commitment:** If Customer terminates the service for convenience prior to the expiration of the minimum commitment period, services fees for the balance of minimum commitment period will be owed by Customer and must be paid within 30 days after the effective date of termination.]*

*[**Renewal:** The initial services term will renew automatically without requirement of notice for additional 1-year periods – not to exceed three renewal periods – until either party provides 90-days prior written notice of intent not to renew.]*

Additional Support Services *(if applicable)*

In addition to standard Maintenance & Support Services:

☐ Advanced Services

*[**Note:** Requires attachment of Advanced Services Addendum.]*

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TECHNOLOGY & SERVICES ADDENDUM

– Equipment Purchase & Warranty Schedule –

1. Ordering of Equipment. During the term of the Agreement, Customer shall order quantities of equipment by issuing a purchase order to Itron, with a requested ship date agreeable to both Parties – in each case specifying the type and quantity of equipment, the shipment destination and the requested ship date.

2. Firmware. The purchase of equipment manufactured by Itron includes a perpetual, irrevocable license to use and execute any software embedded in the equipment. The license to any software embedded in third party equipment purchased by Customer through Itron shall be between Customer and the manufacturer of such third party equipment.

3. Equipment Invoicing. Itron will invoice Customer for equipment upon shipment.

4. Ordering Lead Time & Ship Date. The required lead time for equipment manufactured by Itron shall be ninety (90) days between the date Itron receives the purchase order and the ship date, unless (a) otherwise provided in an agreed-upon purchase order, or (b) Itron has notified Customer in advance that a different lead time is required for specific Itron equipment. The required lead time for third party equipment shall be the applicable third party manufacturer's then-current, standard lead time. Itron shall have no obligation to accept any requested ship date that is sooner than the required lead time.

5. Order Cancellation & Rescheduling. Unless otherwise provided in an agreed-upon purchase order, a purchase order for equipment may not be canceled or rescheduled by Customer.

6. Forecasts. Itron may condition the ninety (90) day order lead time or such other lead time required by Itron under Section 4 ("Ordering Lead Time & Ship Date") upon Customer providing binding forecasts, at intervals requested by Itron, of Customer's equipment demand.

7. Delivery & Risk of Loss.

7.1 Delivery. Itron shall cause the equipment to be delivered to Customer (or Customer's authorized agent) at Customer's expense in accordance with the purchase order and by the specified ship date, provided that all purchase order content and lead time requirements have been met.

7.2 Title and Risk of Loss. Title to equipment and risk of loss or damage will transfer to Customer upon delivery to Customer's place of business.

8. Documentation. Itron shall make its standard product documentation available via download. Itron will provide Customer with download instructions.

9. Inspection by Customer. Customer shall inspect a shipment within a reasonable period of time after receiving shipment – and in all events no longer than seven (7) days – to confirm that the items delivered are the equipment ordered and that the quantity received is the same as the quantity ordered.

10. Limited Equipment Warranty.

10.1. Limited Warranty. Itron warrants to Customer that the Itron-manufactured equipment will be free from defects in materials and workmanship and will conform to the applicable specifications for a period of one (1) year from the date of shipment, unless otherwise stated in the attached warranty schedule for Itron-manufactured equipment. For avoidance of doubt, component parts of Itron-manufactured equipment that are provided by third-party manufacturers and developers – and which are integrated into Itron-manufactured equipment – are covered by this Section 10 warranty.

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10.2. Repair or Replacement.

10.2.1. Itron reserves the option to repair or replace the Itron-manufactured equipment after Customer has returned non-conforming Itron-manufactured equipment under warranty properly packaged and prepaid to a repair facility designated by Itron in accordance with Itron's then-current Return Materials Authorization ("RMA") procedures. Itron's warranty under this Section does not include freight to the Itron designated facilities; however, it does include return freight to Customer's location in the event that the returned unit of Itron-manufactured equipment is determined to be faulty and under warranty.

10.2.2. Except as set forth in the Order Document attached hereto, Labor costs associated with removal or reinstallation of failed equipment at Customer location, after the initial deployment of equipment, is not included in Itron's warranty under this Section.

10.3. Warranty on Repaired or Replaced Equipment. Repaired and replaced Itron-manufactured equipment will be warranted for the remainder of the original warranty period set forth above, but no less than six (6) months from repair or replacement.

11. Exclusions to Warranty on Itron-Manufactured Equipment. The above Section 10 warranty on Itron-manufactured equipment does not cover damage due to external causes, including accident, abuse, misuse, inadequate maintenance, problems with electrical power, acts of God; service (including installation or de-installation) not performed or authorized by Itron; usage not in accordance with product instructions or in a configuration not approved by Itron; normal wear and tear; and problems caused by use of parts and components that are not supplied by Itron. The warranty provided herein shall be void if the equipment is modified in a way not authorized in writing by Itron.

12. Pass-Through Warranties on Third-Party Equipment. ITRON IS NOT THE MANUFACTURER OF THE EQUIPMENT SPECIFICALLY IDENTIFIED IN THE THIRD PARTY EQUIPMENT WARRANTY SCHEDULE AS THIRD PARTY EQUIPMENT AND MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE THIRD PARTY EQUIPMENT. WITH RESPECT TO ITRON, CUSTOMER PURCHASES THIRD PARTY EQUIPMENT "AS IS." THIRD PARTY EQUIPMENT SHALL BE SUBJECT TO ANY WARRANTIES PROVIDED BY THE THIRD PARTY EQUIPMENT MANUFACTURER. MODIFICATIONS MAY VOID OR OTHERWISE LIMIT ANY WARRANTY APPLICABLE TO THIRD PARTY EQUIPMENT. See the attached Third Party Equipment Warranty Schedule, if applicable, for an informational use only summary of third party warranties for Third Party Equipment. Itron will act as a liaison with the Third Party Equipment providers in regard to the Third Party Equipment warranties and will make commercially reasonable efforts to assist Customer in enforcing those warranties.

[Warranty Schedule Follows]

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Itron Equipment Warranty Schedule
To
Supplemental Equipment Purchase Terms

Product	Warranty Terms
OpenWay Riva Water Module (including battery)	Full warranty consistent with the warranty terms in the Agreement for the first 10 years from shipment. For warranty claims in years 11 through 15, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 50 percent of its then-current list price for the replacement product. For warranty claims in years 16 through 20, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 25 percent of its then-current list price for the replacement product. The warranty on Itron water endpoints shall be void if the endpoint is used in connection with a third party reading system that is not approved by Itron.
100W and 100W+ series water endpoints (including battery)	Full warranty consistent with the warranty terms in the Agreement for the first 10 years from shipment. For warranty claims in years 11 through 15, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 50 percent of its then-current list price for the replacement product. For warranty claims in years 16 through 20, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 25 percent of its then-current list price for the replacement product. The warranty on Itron water endpoints shall be void if the endpoint is used in connection with a third party reading system that is not approved by Itron.
OpenWay Riva Leak Sensor	Full warranty consistent with the warranty terms in the Agreement for the first 5 years from shipment.
Leak Sensor (Non-OpenWay Riva)	Full warranty consistent with the warranty terms in the Agreement for the first 10 years from shipment. For warranty claims in years 11 through 15, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 50 percent of its then-current list price for the replacement product. For warranty claims in years 16 through 20, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 25 percent of its then-current list price for the replacement product.
Upgraded handhelds or Mobile Collectors	90 days from shipment.

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TECHNOLOGY & SERVICES ADDENDUM
– Software License –

1. The Licensed Software. The Itron software licensed under this Addendum (the "***Licensed Software***" is identified in the Transaction Summary.

2. Software Maintenance & Support. Note: Customers licensing Licensed Software in connection with Cloud Infrastructure service are required to purchase software Maintenance & Support Services for the term of the Cloud Infrastructure service.

3. License Grant. Itron hereby grants to Customer a non-exclusive, non-transferable, non-assignable, non-sublicensable, revocable right and license – within the Territory (defined below) and for the Software License Term (identified in the Transaction Summary), subject to payment of license fees and compliance with the terms and conditions of this Addendum and the Agreement – to: (i) use, make, execute, display, and perform the Licensed Software in object code form for Customer's own internal business purposes and only in connection with the number of specified endpoints. The "***Territory***" shall be the United States of America – or Canada, if Customer is a Canadian company that will be operating the Licensed Software in Canada.

4. Third-Party Software. All software developed by a third-party and sublicensed by Itron is subject to the licensing terms of the third-party developer, a copy of which terms shall be given to Customer. Such third-party software does not include software incorporated or embedded into hardware and software manufactured or developed by Itron.

5. Restrictions. In addition to those restrictions, terms, and conditions set forth in the Agreement – and as a condition to the license grant under Section 3, above – Customer shall not (a) modify or create any derivative works from the Licensed Software or the documentation provided with the Licensed Software ("***Documentation***"), (b) include or combine the Licensed Software with any software or with any equipment or hardware other than as authorized by Itron, (c) use the Licensed Software to provide processing services to third-parties or on a service bureau basis, (d) reverse assemble, decompile, reverse engineer the Licensed Software or otherwise attempt to derive its source code, (e) transfer any copy of the Licensed Software from the authorized system to any other computer hardware or system, except in case of malfunctioning or defective computer hardware or system – and then only temporarily and with the consent of Itron; or (f) export the Licensed Software or any copy or direct product thereof out of the United States except in compliance with applicable export laws and regulations. Customer may only make copies of Documentation as reasonably necessary for the use contemplated under the Agreement; provided, however, that Customer may not copy the Licensed Software other than to make one machine readable copy for disaster recovery or archival purposes. Installation of the Licensed Software shall be limited to one production environment and one test environment. The Licensed Software and Documentation is the Confidential Information of Itron. Customer recognizes and agrees that any breach of the preceding restrictions by Customer shall constitute a material breach of this Addendum by Customer, and, at the option of Itron, shall result in revocation and immediate termination of all rights and licenses granted hereunder. Customer further recognizes and agrees that nothing in this Section shall be construed as prohibiting Itron from pursuing any and all remedies in the event of such breach or violation, and Itron hereby expressly reserves such rights and remedies.

6. Reservation of Intellectual Property Rights by Itron. Itron (and third party developer in the case of sublicensed software) retains all right, title and interest, and all ownership, in and to the Licensed Software and Documentation, including but not limited to all patent, copyright, trade secret, proprietary and other intellectual property rights in the Licensed Software and Documentation and in any modifications and derivative works. Itron (and third party developer in the case of sublicensed software)

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reserves the sole right to modify and update the Licensed Software. Customer will not take any action that might impair or challenge in any way any right, title or interest of Itron (or the applicable third party developers in the case of sublicensed software) in any such intellectual property rights. Customer must not alter or remove trade names, trademarks, services marks, or copyright notices and any other proprietary notices or trademarks on any Licensed Software or Documentation.

7. Software Delivery. Licensed Software will be delivered on the date and in the manner agreed to by the Parties.

8. Limited Warranties. The following warranties are the sole and exclusive warranties offered by Itron in connection with the Licensed Software.

8.1. Itron Software. Itron represents and warrants that for a period of ninety (90) days from the date of delivery to Customer, the Itron Software will operate substantially in conformance with the applicable Specifications. Customer's sole remedy for a breach of this warranty – if Itron has failed to cure the breach of warranty within in a reasonable period – will be the refund of license fees for the Licensed Software. Itron Software that is repaired or replaced pursuant to this Section will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer. Customer's license to Itron Software for which it has received a refund hereunder shall terminate upon its receipt of a refund. The foregoing warranty does not cover third party software.

8.2. Third Party Software. ITRON IS NOT THE OWNER OF THE THIRD PARTY SOFTWARE AND MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, AND FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE THIRD PARTY SOFTWARE. WITH RESPECT TO ITRON, CUSTOMER IS PROVIDED THIRD PARTY EQUIPMENT "AS IS." THIRD PARTY SOFTWARE SHALL BE SUBJECT TO ANY WARRANTIES PROVIDED BY THE THIRD PARTY SOFTWARE LICENSOR. MODIFICATIONS MAY VOID OR OTHERWISE LIMIT ANY WARRANTY APPLICABLE TO THIRD PARTY SOFTWARE.

Itron agrees to act as a liaison with the third party software licensors in regard to the third party software warranties, if any, and will use its commercially reasonable efforts to assist Customer in enforcing those warranties.

9. Exclusions from Liability. Itron shall have no obligation to Customer to the extent any Licensed Software is adversely affected by: (i) use of the Licensed Software in combination with any equipment, computer hardware and peripheral devices, operating system software, device drivers, third party software programs, computer graphic elements, and the like that are not authorized by Itron; (ii) any modification, fix, update or upgrade to the Licensed Software that is made other than by Itron; (iii) the use of a version of Licensed Software that is not supported by Itron; (iv) Customer's failure to implement a fix, update, or upgrade to Licensed Software provided by Itron; (v) the maintenance or support of Licensed Software other than by Itron; (vi) viruses introduced through no fault of Itron; or (vii) Customer's failure to follow installation, set up, and configuration instructions as described in the Documentation.

10. Effect of Termination for Cause. Upon termination of this Addendum for cause, Customer shall immediately discontinue use of the Licensed Software and Documentation and will destroy or return to Itron any and all copies of the Licensed Software and Documentation and certify to Itron in writing within fourteen (14) days after such termination that Customer has destroyed or has returned to Itron the Licensed Software and Documentation. This requirement applies to copies in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials. Termination of this Addendum for cause will not restrict either Party from pursuing any other

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remedies available to it, including injunctive relief, nor will such termination relieve Customer of its obligation to pay all fees that accrued prior to such termination. Upon termination of this Addendum for cause, Itron will have no further obligations to Customer in any respect whatsoever with respect to the Licensed Software. For avoidance of doubt – notwithstanding the foregoing, upon termination of this Addendum for cause no license, express or implied, is granted to Customer to any Itron intellectual property rights in the Licensed Software and Documentation.

11. Open Source. In the event that Itron identifies open source components within the Itron Software and provides Customer with the applicable license(s), Customer is required to accept and will comply with all such licenses.

12. License Compliance Verification.

12.1. Records. Customer agrees to create, retain, and provide to Itron and its auditors accurate written records, system tool outputs, and other system information sufficient to provide auditable verification that Customer's use of all Licensed Software is in compliance with the license terms and conditions of this Addendum and the Agreement, including, without limitation, all of Itron's applicable licensing and pricing terms. Customer is responsible for 1) ensuring that it does not exceed its authorized use, and 2) remaining in compliance with the license terms and conditions of this Addendum. Customer, at Itron's request, will provide records and other information to demonstrate compliance with license terms and conditions of this Addendum and the Agreement.

12.2. Verification Process. Upon reasonable notice, Itron may verify Customer's compliance with the license terms and conditions of this Addendum at all sites and for all environments in which Customer uses (for any purpose) Licensed Software. Such verification will be conducted in a manner that minimizes disruption to Customer's business and may be conducted on Customer's premises, during normal business hours. Itron may use an independent auditor to assist with such verification, provided Itron has a written confidentiality agreement in place with such auditor.

12.3. Resolution. Itron will notify Customer in writing if any such verification indicates that Customer has used any Licensed Deliverable in excess of its authorized use or is otherwise not in compliance with the licensing terms and conditions of this Addendum or the Solution Document. Customer agrees to promptly pay directly to Itron the charges that Itron specifies in an invoice for 1) any such excess use, 2) support for such excess use for the lesser of the duration of such excess use or two years, and 3) any additional charges and other liabilities determined as a result of such verification.

12.4. No Restriction on Seeking Injunctive Relief. Nothing in this Section 12 in any way limits or restricts Itron's right to seek injunctive relief for Customer's non-compliance with licensing terms and conditions of this Software License Agreement Document.

13. Invoices. Itron will invoice Customer one hundred percent (100%) of the license fees for the Licensed Software upon delivery to Customer in the manner agreed upon.

14. Surviving Provisions. In addition to the Sections identified in the survival provisions of the Agreement, the following sections of this Addendum will survive expiration and termination of this Addendum and the Agreement: 6 ("Reservation of Intellectual Property Rights by Itron"), 9 ("Exclusions from Liability"), 10 ("Effect of Termination"), 12 ("License Compliance Verification").

[End of Addendum]

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TECHNOLOGY & SERVICES ADDENDUM

– Maintenance & Support Services (Hardware & Software) –

1. Additional Definitions. The following defined terms are in addition to those defined in the Agreement:

"**Annual Adjustment**" means Itron's standard annual price increase.

"**Annual Fee**" means the annual fee identified on Attachment A to this M&S Addendum (Maintenance and Support Services Pricing) for each category of Covered Product plus the Annual Adjustment, if any. The Annual Fee for any partial Maintenance Year (i.e., for Covered Products with a Maintenance Commencement Date that falls after the beginning of the Maintenance Year) shall be prorated based on the applicable number of months Customer is to receive Services under this Addendum during such Maintenance Year.

"**Contact Documents**" means the "Itron Support Services Contacts" document, which can be obtained by calling (877) 487-6602, including for example, the Itron Equipment Repair Table and Working Effectively with Itron Client Services documents.

"**Covered Product**" means Covered Software and Covered Equipment.

"**Covered Software**" means the software identified in the Transaction Summary and/or the pricing summary to this Agreement.

"**Covered Equipment**" means the equipment identified in the pricing summary to this Addendum which is Itron Equipment. (Itron Equipment is distinguished from equipment manufactured by a third-party that Customer may purchase through Itron under an Equipment Purchase Agreement Document or other commercial sales agreement.

"**End of Support**" means a commercial decision by Itron to discontinue maintenance and support services for specific Covered Products or to discontinue offering a particular Covered Product to Itron customers in general, along with that Covered Product's associated maintenance and support.

"**Error**" means a failure of the Covered Software or Covered Software platform to substantially comply with the applicable Specifications.

"**Fix**" means a correction of an Error, including a work-around, in order for Covered Software to function in accordance with the applicable Specifications.

"**Improvement**" means an update, modification, enhancement, extension, new version (regardless of name or number), new module, or other change to Covered Software that is developed or otherwise provided by Itron.

"**M&S Commencement Date**" means the date upon and after which a Covered Product is entitled to receive Services under this Addendum in accordance with the terms of this Addendum, which – unless otherwise stated in the pricing summary – is (a) for Covered Software that is an Itron product, the first day of the month following delivery by agreed-upon method of the Covered Software (e.g., electronic or physical medium), except that the Maintenance Commencement Date for MV-RS Software is the warranty expiration date; and (2) for Covered Equipment that is Itron Equipment, the warranty expiration date.

"M&S Services Option" means the maintenance and support services option for Covered Equipment or Covered Software, including Service Levels, as set forth in Attachment B-1.

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"**Maintenance Year**" means, for each Covered Product, a period of one (1) year beginning on the Effective Date, any anniversary thereof, or agreed-upon coverage start date.

"**Mandatory Revision**" means a software revision that Customer is required to accept in order to correct or address any one of the following issues: a material Error or a material security breach; or third party infringement claim.

"**Operating Condition**" means that the Covered Equipment performs in accordance with the applicable Specifications.

"Principal Services Contacts" means the Customer personnel that Customer is required to designate to serve as Customer's principal relationship contacts for all Services under this Addendum.

"Loaned Mobile/Handheld Equipment" means Mobile Collector and/or Handheld units loaned by Itron to Customer, under the terms of this Addendum while Services are being performed on Customer's Mobile Collector and/or Handheld.

"Service Levels" means, with respect to this Addendum, the response time, effort level, and escalation path procedures and guidelines described in Attachment B to this M&S Addendum (Software Maintenance & Support Service Levels).

"**Software Release**" means a collection of Fixes or Improvements made available to Itron customers (either via physical media or electronic download access).

"Service Request" means a request initiated by Customer for a technical support service within the scope of the applicable maintenance and support Services option purchased by Customer.

"Technical Support Services" means Itron technical support services provided by technical representatives by telephone, email or other remote means to assist Customer's Principal Service Contacts with questions related to the operation of the Covered Products.

2. Effect of Termination.

2.1. Effect of Termination of Agreement. Except as otherwise provided in Section 2.1.2 below, Itron shall not be obligated to provide any Services under this Addendum upon termination of the Agreement.

2.1.1. If Customer terminates the Agreement as a result of a breach by Itron, Customer shall be entitled to a prorated refund of the applicable Fee. If Itron terminates the Agreement as a result of a breach by Customer or if Customer terminates the Agreement for convenience, Customer shall not be entitled to a prorated refund of the applicable Fee.

2.1.2. Unless Itron terminates the Agreement for breach or default by Customer, Itron will continue to provide Services under this Addendum that were purchased by Customer prior to the termination date – and the terms and conditions of this Addendum will continue to govern such Services for the life of the term as described in Section 5 of the Agreement.

2.2. End of Support. Itron may discontinue Services for any Covered Product, effective as of the end of the current Maintenance Year, by giving Customer written notice of such discontinuance no less than ninety (90) days prior to the end of such Maintenance Year. If the End of Support date is scheduled within a subsequent Maintenance Year, Fees for that subsequent term will be pro-rated through the appropriate End of Support date. At Customer's request, Itron shall provide support for products for which Maintenance Services have been discontinued at Itron's then-current rates. Unless otherwise agreed by the Parties in accordance with the foregoing sentence, Itron shall have no obligation to provide

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Services under this Addendum with respect to Covered Products for which Itron has discontinued Services pursuant to this Section.

3. Principal Services Contacts.

3.1. Designation by Customer. Customer shall designate no more than two (2) Principal Services Contacts for each Covered Product, as identified in the Contract Documents, to serve as administrative liaisons for all matters pertaining to the Services provided under this Addendum for such Covered Product line, and shall provide their contact information to Itron's customer account representative. Principal Services Contacts shall report problems with Covered Products (each such report, a "***Service Request***") as soon as practicable for entry into Itron's support tracking system. Although it is Customer's sole right to choose its Principal Services Contacts, Customer and Itron acknowledge that each Principal Services Contact should have the appropriate technical skills and training for the position. If Customer replaces a Principal Services Contact, Customer will provide updated contact information to Itron, and the new Principal Services Contact will undergo the same initial training as described in Section 3.2.

3.2. Training of Principal Services Contacts. Before a Principal Services Contact interfaces with Itron, the Principal Services Contact must attend training sessions offered by Itron, an Itron approved trainer, or Customer's training program approved by Itron to ensure that the Principal Services Contact is (a) knowledgeable about the operation of the Covered Products, and (b) qualified to perform problem determination and remedial functions with respect to the Covered Products. Such training sessions will be at Itron's then-current rates. Customer will be solely responsible for all travel and other expenses incurred in connection with each Principal Services Contact's attending the training sessions. The Principal Services Contact should have the skills and capabilities to train other Customer personnel on Covered Products ("train-the-trainer").

3.3. Additional Training. If Itron notifies Customer that additional training of a Principal Services Contact is necessary, Customer will promptly ensure that the Principal Services Contact receives such training.

4. Technical Support Services & Service Requests.

4.1. Support Services. Itron will provide Technical Support Services during its then-current normal business hours. Technical Support Services include troubleshooting, problem diagnosis, release or system management, and recommendations for fully utilizing the Covered Products. Customer acknowledges and agrees that Technical Support Services are not intended as a substitute for training of Customer personnel, field support, or Itron professional services – all of which can be purchased separately. Nor will Customer use Technical Support Services in lieu of having qualified and trained support personnel of its own. Itron's current Technical Support Services contact and support hours are described in the Contacts Document.

4.2. Service Request Process. Customer shall submit Service Requests in the manner required by the Contact Documents and Service Levels.

4.3. Field Support. Upon mutual agreement of the Parties, Itron will dispatch support personnel to Customer's location to provide technical support. Such support will be billed at Itron's then-current hourly rates (with reasonable travel and living expenses invoiced at Itron's cost without markup), unless the cause of the reported problem is found to be the fault of Itron.

4.4. Issue Severity Level Definition. Refer to Attachment B to Maintenance & Support Services Addendum – Software Maintenance & Support Service Levels.

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5. Software Maintenance.

5.1. Fixes. Itron shall make commercially reasonable efforts to provide a Fix in accordance with the Service Levels. Itron's obligations with respect to Service Levels are contingent upon Customer (i) devoting the same level of effort to resolving the Error as is required of Itron, (ii) responding to requests made by Itron within the applicable Response Time, and (iii) assigning its most qualified personnel to help Itron address the Error.

5.2. Documentation. Itron will make an electronic copy of the Documentation available to Customer at no additional charge via physical media or download access. Itron will maintain a copy of its most recent supported version of the executable Covered Software to be made available to Customer as necessary in the event of corrupted or inoperative Covered Software.

5.3. Improvements. Itron shall provide Improvements, if any, at its then-current price for such Improvements (or at no charge if such Improvements are made available to Itron customers generally at no charge).

5.4. Software Releases.

5.4.1 Release Numbering Convention. Fixes and/or Improvements are made available to customers through periodic Software Releases. For informational purposes, Itron's current typical practice (which may be changed at any time in Itron's discretion) is to provide Software Releases using the numbering convention "XX.YY.ZZ."

- The "XX" in Itron's numbering convention refers to a "***System Release***," which is a new version of the item of Covered Software. A System Release may include Fixes, Improvements or interfaces to new functional modules or platforms not previously supported by Itron.

- The "YY" in Itron's numbering convention refers to a "***Service Pack Release***," which is an update to a System Release. Service Pack Releases may include Fixes or Improvements and are provided to Itron customers generally on a periodic basis.

- The "ZZ" in Itron's numbering convention refers to a "***Hot Fix Release***," which is an un-scheduled release provided to one or more customers as a short-term, temporary fix to a Severity Level 1 Error. While not utilized by all Itron software product lines, Hot Fix Releases are not made available to Itron customers generally but may be included in the next scheduled Service Pack for general release.

5.4.2 Support for Releases of Itron Enterprise Edition and Openway Software. This Section 5.4.2 applies only to Covered Software that are Itron Enterprise Edition or OpenWay software products. Services for Itron Enterprise Edition and OpenWay software products under this Addendum shall be limited to the most recent System Release and the prior System Release (and the most current Service Pack Release associated with such System Release). Customer will test and install Service Pack Releases associated with the System Release in use by Customer within twelve (12) months of such Service Pack Releases being made available to Customer. Customer will fully test and upgrade to the latest System Release at least every twenty-four (24) to thirty-six (36) months.

5.4.2.1 Itron may elect to provide Services under this Addendum for an unsupported Software Release of Covered Software at its then-current rates for customer support.

5.4.3 Support for Releases of all Other Covered Software. This Section 5.4.3 applies to all Covered Software *other than* Itron Enterprise Edition and OpenWay Software products. Services

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under this Addendum for all Covered Software other than Itron Enterprise Edition and OpenWay software products shall be limited to the most recent System Release and the two prior Service Pack Releases. Customer will test and install System Releases and Service Pack Releases within twelve (12) months of such Releases being made available to Customer. Itron may elect to provide Services under this Addendum for an unsupported Software Release of Covered Software at its then-current rates for customer support.

5.4.4 Installation Services for Software Releases. This Section 5.4.4 applies to all Covered Software. Installation services under this Addendum will include limited, remote phone support for all Covered Software on Itron certified server configurations for one production server and one non-production server owned (test, training, or back-up – for example) / operated by the Customer. At Customer's request, Itron may provide Software Release installation services for install of System Releases or Service Packs on additional production or non-production servers at Itron's then-current hourly rates.

5.4.4.1 Itron may elect to provide Services under this Addendum for installation of System Release of Covered Software on uncertified server configurations at its then-current rates for customer support.

5.5 Mandatory Revision. In the event that Itron, in its sole reasonable discretion, determines that any Covered Software is, or may (as applicable) be: (i) subject to a material Error; (ii) the subject of a material security breach; or, (iii) be subject to a third party infringement claim or suit of any kind, Itron may issue a Mandatory Revision.

5.6 DISCLAIMER OF LIABILITY. ITRON DISCLAIMS ALL LIABILITY AND OBLIGATIONS THAT ARISE DUE TO, OR ARE RESULT OF, CUSTOMER'S FAILURE TO TEST AND INSTALL A MANDATORY REVISION IN A TIMELY FASHION.

5.7 Interoperability. Itron makes no representation or warranty regarding the ability of the Covered Software to interoperate with third party hardware or software other than software or hardware identified as compatible with the Covered Software in Itron's Documentation for the applicable Covered Software.

5.8 Restoring Software to Maintenance Services. If Customer declines Services under this Addendum after the end of warranty or discontinues Services under this Addendum for any Covered Software, and thereafter wishes to resume such Services for the most recent Software Release of that Covered Software, Customer shall, prior to receiving Services, notify Itron in writing of its request for Services and pay Itron's then-current re-initiation fee.

5.9 Exclusions. Itron shall have no obligation to Customer for any Services under this Addendum to the extent any Covered Software is adversely affected by: (i) use of the Covered Software in combination with other software, equipment or communications networks that are not referenced in the Documentation; (ii) any modification to the software, operating environment, system installation, operating instructions, scripts, or database configuration that is made other than by Itron; (iii) the use of a version of the Covered Software that is not supported by Itron; (iv) Customer's failure to implement a Fix provided by Itron; (v) the maintenance and/or support of the Covered Software other than by Itron; (vi) viruses introduced through no fault of Itron; (vii) use of the Covered Software other than as authorized by Itron and the applicable license, including Covered Software operated on Covered Equipment that has been serviced or repaired by a third party that is not Itron certified; or (viii) Customer's failure to perform Customer responsibilities in accordance with this Addendum.

5.10 Customer Software Responsibilities.

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5.10.1 Support Tools. Customer will support remote access to the Covered Software by Itron Personnel assigned to provide Services under this Addendum for purposes of remote diagnosis and troubleshooting of the Covered Software.

5.10.2 System Configuration and Administration. Customer will ensure that its equipment, system peripherals, operating system, and data communications environment associated with the Covered Software is configured, operated, and maintained in accordance with the Documentation and any applicable third party documentation. These administrative activities shall include but not be limited to: checking audit logs, clearing discovered exceptions, and performing daily, weekly, and monthly operational tasks and system responsibilities. Customer is responsible for any change they make to the software system, operating system, database or network configuration or change to installation procedures, scripts, and provisions that may affect the usability or operation of the Software or Data. Customer will consult with Itron prior to making changes that may affect the operation of the Covered Software.

5.10.3 Network Administration. Customer will monitor and maintain, repair, replace and upgrade its local, and wide area network components (if any)—including network servers, network clients, network hubs, routers, modems, and other software components necessary for efficient and reliable network operations associated with the Covered Software—to ensure continued conformance with the Documentation and any applicable third party documentation. In addition, Customer will administer related host names, Internet Protocol addresses, network interfaces, access, security, communications, and equipment and software version control.

5.10.4 Database Administration. Customer will administer the agreed upon database(s) associated with the Covered Software, including hardware and software components, in accordance with the Documentation or any applicable third party documentation, which administration shall include, monitoring the database server, backing up electrical power sources, and configuring and administering of database schema, application interfaces, networking operating system, communications, and file transfer software. Customer will maintain database files (e.g., truncate, cleanup, and delete files consistent with industry standard practices) and perform regular data backup and data archiving.

5.10.5 Data Review. If Itron determines that it is necessary to evaluate Customer data in order to reproduce error conditions not reproducible with Itron's standard test data sets, Customer will provide Itron with access to such data. Itron will manage such data in a secure manner while in use and delete the data from Itron systems upon completion of the investigation. Itron shall not be liable for any delay or failure to resolve the problem if access to such production data is denied to Itron.

6. Equipment Maintenance.

6.1. Preventive and Corrective Maintenance. Upon receipt of an item of Covered Equipment, Itron shall (i) perform the preventive Services under this Addendum that Itron determines are reasonably necessary to maintain the Covered Equipment in Operating Condition, and (ii) diagnose and correct any failure in such Covered Equipment as necessary to meet Operating Condition (excluding minor cosmetic deficiencies such as blemishes, dents or scratches).

6.2. Maintenance Procedures. Customer shall initiate a request under this Addendum for Services for Covered Equipment by delivering the item in question to the applicable Itron address identified on the Itron Equipment Repair Table (the "***Repair Table***"), which can be obtained by calling (877) 487-6602. Return of the Covered Equipment shall be at Customer's expense and in accordance with the applicable

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Return Material Authorization ("***RMA***") procedures. Upon receipt of Covered Equipment (with the required information) under Itron's RMA procedures, Itron shall assess the item to determine (a) whether it is in fact Covered Equipment and (b) whether the maintenance requested is included within the Services ordered by Customer and not otherwise excluded from coverage as provided herein. If the returned equipment is determined to be Covered Equipment and the maintenance requested is in fact included in the Services ordered by Customer, Itron shall then provide the applicable Services and shall make commercially reasonable efforts to return the item of Covered Itron Equipment to Customer at Itron's expense within the applicable turnaround time identified on the Repair Table. Returned equipment that is found not to be Covered Equipment, or if maintenance or support that is requested is determined not to be included in the Service ordered by Customer, then Itron will provide a quote to Customer under Section 6.4, below.

6.3. Exclusions. The Services described herein do not include repairs related to: (i) damage due to external causes, including accident, abuse, misuse, inadequate maintenance, problems with electrical power, acts of God; usage not in accordance with product instructions or in a configuration not approved by Itron; (ii) service or repair processes (including installation or de-installation of equipment, parts, or firmware/software) not performed or authorized by Itron; (iii) use of parts, configurations or repair depots not certified by Itron; or (iv) Customer's failure to perform Customer responsibilities in accordance with this Addendum, including caring for Products in accordance with System Documentation.

6.4. Estimation Fees. Itron will provide Customer with a price quote for the estimated cost, including labor, materials and shipping, for any repairs that are requested, but not included under this Addendum (whether because the item is not covered or because the nature of the repair is not included). If Customer elects to have Itron proceed with the requested maintenance on any such item, Itron shall provide such services at Itron's then-current rates. If Customer elects not to proceed with the requested repair, Itron will return the item of equipment at Customer's expense. Itron may charge Customer its then-current handling, inspection and shipping fees for any such returned equipment.

6.5. Adding/Restoring Equipment to Maintenance Services. Following the effective date of this M&S Addendum, additional Covered Equipment purchased by Customer, of a similar type and model already covered by Services under this Addendum, shall automatically be deemed to be Covered Equipment following expiration of the warranty for such equipment. If Customer declines coverage after the end of warranty, discontinues Services for any Covered Equipment or has Covered Equipment serviced or repaired by a third party that is not Itron certified, and thereafter wishes to add such equipment as Covered Equipment, Itron may, prior to such equipment being included as Covered Equipment,(i) inspect such equipment at its then-current rates to determine whether it is in Operating Condition and/or (ii) charge its then-current re-certification fee, in addition to the Covered Equipment's first term maintenance fee.

6.6. Customer Equipment Responsibilities. Itron shall make available, and Customer shall obtain, a copy of Itron's user documentation for Covered Equipment and Customer shall perform regular preventive maintenance for each such item in accordance with such documentation. Customer shall also keep accurate records of Covered Equipment serial numbers and locations to assist Itron with the Services.

6.7. Loaner Equipment Program. Subject to the requirements below, Itron shall make commercially reasonable efforts to provide Customer Loaned Mobile/Handheld Equipment for the Customer to use while a Mobile Collector or Handheld unit that is Covered Equipment is receiving Services under this Section. Itron shall provide Loaned Mobile/Handheld Equipment if all the following criteria are satisfied:

6.7.1. Customer has maintained an inventory of spare Mobile Collectors or Handheld units equal to at least the mutually agreed upon inventory stocking levels and such inventory has been depleted;

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6.7.2. Itron has provided preventive Maintenance Services for each of Customer's Mobile Collectors or Handheld Devices (as applicable) that are Covered Equipment in the 12-month period prior to Customer's request for Loaned Mobile/Handheld Equipment; and

6.7.3. Itron is unable to return the Mobile Collector or Handheld Devices, as applicable, receiving Services within the applicable turnaround time set forth in the Repair Table.

6.7.4. Loaned Mobile/Handheld Equipment will remain the property of Itron and shall be returned to Itron promptly upon receipt of the corresponding item of Covered Equipment. For Loaned Mobile/Handheld Equipment that is not returned within fourteen (14) days from shipment of the corresponding item of Covered Equipment, Itron may charge a late fee equal to ten (10) percent of the then-current list price for the item of Loaned Mobile/Handheld Equipment for each thirty (30) day period during which the item of Loaned Mobile/Handheld Equipment remains unreturned. Itron shall pay the cost of delivering Loaned Mobile/Handheld Equipment to Customer and Customer shall pay the cost of returning Loaned Mobile/Handheld Equipment to Itron.

7. Fees and Invoicing. As compensation for the Services under this Addendum, Customer shall, in advance, pay to Itron the Annual Fee for each Maintenance Year in which it receives Services under this Addendum. Itron shall invoice Customer for Services to be provided during the first Maintenance Year as soon as practicable following the Effective Date. For Services provided during any subsequent Maintenance Year, including Services for newly purchased or licensed Covered Products, Itron shall provide Customer with a renewal notice at least one-hundred twenty (120) days prior to the commencement of each Maintenance Year. Customer may discontinue Maintenance Services for a Product by providing Itron with written notice of non-renewal for such Product no less than ninety (90) days prior to the commencement of any subsequent Maintenance Year. Approximately twenty (20) days prior to the commencement of any subsequent Maintenance Year, Itron shall provide Customer with an invoice for the Annual Fee payable by Customer for the forthcoming Maintenance Year (including the Annual Adjustment). Itron may, in its discretion, invoice Customer for Services for a Covered Product that is added during the course of any Maintenance Year as soon as such Covered Product has been added or at the beginning of the next Maintenance Year.

8. Support For Third Party Products. For any Covered Product that is a "Third-Party Product" (each, a "***Third Party Covered Product***") Itron shall provide first-tier Customer support by handling all initial Customer inquiries, identifying the component involved in the problem and obtaining appropriate documentation of such inquiry or problem. In addition, Itron shall make commercially reasonable efforts to facilitate Customer's receipt of maintenance and support for such Third Party Products consistent with the maintenance terms identified on the Order Document for such Third Party Products. Notwithstanding anything else to the contrary, Itron's sole obligation with respect to maintenance and support for Third Party Products shall be as set forth in this Section.

[Attachment A and B Follow]

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Attachment A to the Maintenance & Support Services Addendum

– Software Maintenance and Support Service Pricing

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Attachment B to Maintenance & Support Services Addendum

– Software Maintenance & Support Service Levels –

Severity Level	Response Times	Effort Level and Escalation Path
Severity Level 1. Critical Business Impact / System Down: An Error for which there is no work-around, which causes the Product / Software or a critical business function / process of the Itron system to be unavailable. System use and operation cannot continue. *Severity 1 errors must be reported by phone to initiate the Severity 1 response process. SRs initiated by email or web interface are logged as a Severity 3 until reviewed by Itron Technical Support Services and validated as a higher priority.	During after-hour periods, Itron will respond to a critical support voice messages within 15 minutes by a return call to Customer, which will validate receipt of the critical support call and begin the SR process. During regular business-hours Itron will begin the SR process during Customer's initial call. Following the start of the SR process Itron will respond to Customer's SR within 2 business hours with an investigation response. Following the investigation response, Itron will update Customer at three hour intervals during each day the SR remains unresolved, or as otherwise agreed by the Parties. Customer will respond to an Itron inquiry or request within three hours.	Itron will make diligent efforts on a 24x7 basis*, or as otherwise agreed by the Parties. A SR shall be escalated to Itron's TSS Management Team if a Fix is not provided within 1 business day of Itron's receipt of the Customers call and creation of the SR. *24X7 support for Severity Level 1 Errors is not currently available for Itron Meter Products, Energy Forecasting and Load Research Products, and Distribution Products.

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Severity Level	Response Times	Effort Level and Escalation Path
Severity Level 2. Moderate Business Impact / Degraded Operation: An Error other than a Severity Level 1 Error, for which there is no work-around, which limits access or use of the software or a business function, causing the system to miss required business interface or deadlines. The system remains available for operation but in a restricted fashion. *Severity 2 errors must be reported by phone to initiate the Severity 2 response process. SRs initiated by email or web interface are logged as a Severity 3 until reviewed by Itron Technical Support Services and validated as a higher priority.	Itron will respond to Customer SR within 1 business day and will update the SR at least every other day. Customer will respond to an Itron inquiry or request within 1 business day.	Itron will make diligent efforts during normal business hours. SRs shall be escalated to Itron's TSS Management Team if a Fix is not provided within 3 business days of Itron's receipt of Customer's call and creation of the SR.
Severity Level 3. Minor Business Impact / Compromised Operation: An Error other than a Severity Level 1 or Severity Level 2 Error that has an inconvenient use of or aces to a software function. (e.g., a feature is not working as documented but a work-around is available and significant business functions are not materially impaired).	Itron will respond to Customer SR within 2 business days.	Itron technical representatives will make diligent efforts during normal business hours.
Severity Level 4. No Business Impact / Standard Operation: An Error other than a Severity Level 1, Severity Level 2 or Severity Level 3 Error. Generally a cosmetic Error or an Error which does not degradate Customer's use of the system.	Itron will respond to Customer SR within 3 business days, or as otherwise agreed by the Parties.	Itron support representatives will devote commercially reasonable efforts during normal business hours.
Severity Level 5. Customer SR for an enhancement or new functionality.	N/A	The SR will be evaluated as a potential, future product enhancement. If the enhancement or new functionality requires more immediate attention for Customer, Itron will engage Itron's Professional Services Group to create a customized proposal for Customer, at Itron's then-current services rates.

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TECHNOLOGY & SERVICES ADDENDUM

– Installation/Implementation Services –

1. Scope. This Addendum applies where: (a) Customer is purchasing installation services for Equipment, or (b) Customer is purchasing implementation services for the set-up, configuration, and validation of Licensed Software, Software-as-a-Service, Managed Services, or Cloud Infrastructure Service.

2. Invoicing. Itron will invoice Customer for Services as set forth in the applicable SOW or pricing summary. Services performed on a time and materials basis will be invoiced at the end of the calendar month in which they are performed. Services performed on a fixed fee basis will be invoiced as set forth on the applicable SOW or, if not set forth on a SOW, upon completion.

3. Authorized Services. Customer will not pay for, and Itron is not required to provide any services, for which both a statement of work and purchase order have not been issued by Customer and accepted by Itron. All changes to scope of work must be approved pursuant to the change request procedures of the Agreement or applicable statement of work.

4. Customer Responsibilities. Customer shall timely perform all of its assigned, implied or assumed responsibilities under each statement of work using qualified personnel. Customer shall also provide Itron with reasonable cooperation in connection with the services, including for example, by providing Itron with reasonable access to Customer's facilities, service territory, personnel, systems, and information.

5. Reference Information. If Customer provides Itron any reference information, designs, technical information, or other information required to be provided by Customer in connection with the services (collectively, the "***Reference Information***"), Itron shall be entitled to rely on the accuracy of such Reference Information.

6. Delays. To the extent Customer's failure to adhere to Section 4 or Section 5 results in any delay or increases Itron's cost of performing the services, the delay shall be excused, and Itron reserves the right to increase its fees as necessary to offset its increased costs of performing the services. Itron will provide Customer with reasonable evidence of its increased costs of performing the services and will make commercially reasonable efforts to minimize such costs to the extent practicable under the circumstances.

7. Express Warranties for Professional Services. The warranty period for services provided is ninety (90) days beginning from the completion date of the services. Unless otherwise expressly provided in a statement of work or other document expressly incorporated into the Agreement, as the sole and exclusive warranties offered by Itron in connection with this Addendum and each statement of work under it, Itron warrants to Customer that:

7.1. Services. Services will be provided in a timely, professional, and workmanlike manner.

7.2. Itron Personnel. Itron personnel will have the requisite experience, skills, knowledge, training and education to perform Services in a professional manner and in accordance with this Addendum and applicable statement of work.

7.3. Remedies. As Itron's sole and exclusive liability and Customer's sole and exclusive remedy for any material noncompliance by Itron with the warranties provided under this Section, Itron shall correct

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the noncompliance within a reasonable period of time under the circumstances, if Customer gives Itron written notice (which notice must describe the noncompliance in sufficient detail to enable Itron to provide the required corrective action) within the applicable notice period. If Itron, in its sole discretion, is unable to correct the noncompliance, its sole obligation will be to refund to Customer the amount paid for the services.

[End of Addendum]

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SOFTWARE-AS-A-SERVICE ADDENDUM

1. **Relationship to General Terms and Conditions**. This Addendum is governed by the Agreement and applicable Order Document.

2. **Software-as-a-Service Descriptive Overview.** Itron provides customers with an application client or with web browser access to Itron applications running in a shared environment on a Software-as-a-Service Platform. Itron controls, operates, and maintains the Software-as-a-Service Platform, including application management, data, runtime, middleware, operating systems, virtualization, services, storage, and internal networking, for example.

3. **Additional Definitions**. The following defined terms are in addition to those defined in the Agreement:

   "Availability Downtime" means the total number of seconds in a Measurement Month of Software-as-a-Service Platform Severity Level 1 Conditions.

   "Availability Exclusions (Minutes)" means the total number of minutes in a billing month of Software-as-a-Service Platform downtime due to (a) Software-as-a-Service Platform downtime due to (i) scheduled maintenance and unscheduled, emergency maintenance and updates, (b) conditions beyond Itron's reasonable control, such as (i) failure of any backhaul between the Software-as-a-Service Platform and the meters, endpoints, or other devices; (iii) failures in external Internet or VPN configurations not managed by Itron; (iv) a Force Majeure event; (v) false reports of unavailability as a result of outages or errors of any Itron measurement system; (vi) an act or omission of Customer or third parties (other than Itron's contractors, subcontractors or suppliers), including security incidents caused by such act or omission; (vii) incident investigation or computer failures that could not reasonably have been prevented by Itron; and (viii) failures of third-party equipment, hardware, software or services not provided by Itron, and (c) suspension or restriction of service under Section 12.

   "Maximum Available Minutes" means the total number of minutes in a Measurement Month minus Availability Exclusions (Minutes).

   "Measurement Month" means the then-current calendar month of the Software-as-a-Service Subscription Term.

   "Minimum Software-as-a-Service Subscription Term" means the minimum length of time that Customer is required to subscribe to Software-as-a-Service, which shall be one (1) year from the Software-as-a-Service Commencement Date unless otherwise stated in the applicable Order Document or Pricing Summary.

   "Software-as-a-Service Commencement Date" means the earlier of (1) validation of Software-as-a-Service implementation by Itron pursuant to the applicable Statement of Work, or (2) sixty (60) days after completing application system setup.

   "Software-as-a-Service Platform Severity Level 1 Condition" means that the Software-as-a-Service Platform is in a System-Down Condition or Critical Business Impact Condition for which there is no work-around. **"System-Down Condition"** means a condition under which Software-as-a-Service Platform use and operation cannot continue. **"Critical Business Impact Condition"** means a condition under which a critical business function or process of the Itron system cannot be used by Customer.

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"Software-as-a-Service Platform" means the software applications, and software and hardware systems and platforms operated and maintained by Itron to provide Software-as-a-Service to Customer.

"Software-as-a-Service Subscription Fee" means the annual fee to subscribe to an Itron application (identified in an Order Document of Pricing Summary) operated and maintained by Itron on its Software-as-a-Service Platform for use by Customer.

"Software-as-a-Service Subscription Term" means an annual subscription to an Itron Software-as-a-Service application.

4. Software-as-a-Service Subscription.

4.1. **Annual Subscription.** Software-as-a-Service is offered as an annual subscription, payable in advance each year during the Software-as-a-Service Subscription Term. The Software-as-a-Service Subscription Fee will be charged on the number of meters, endpoints, or other devices registered in the head end software or activated by the cellular carrier.

4.2. **Identification of Software-as-a-Service Applications.** The Software-as-a-Service applications to which Customer is subscribing are identified in the Order Document or Pricing Summary to the Agreement.

4.3. **Software-as-a-Service Subscription Term.**

4.3.1 Minimum Software-as-a-Service Subscription Term. Customer is required to subscribe to Software-as-a-Service for the Minimum Software-as-a-Service Subscription Term.

4.3.2 Fees. Software-as-a-Service Subscription Fee is identified (by application) in the applicable Order Document or Pricing Summary.

4.3.3 Commencement of Subscription Term. The Software-as-a-Service Subscription Term begins upon the Software-as-a-Service Commencement Date. The Software-as-a-Service Subscription Term will renew automatically for one-year terms, unless Customer notifies Itron of Customer's intent not to renew ninety (90) days prior to the expiration the then-current one-year term, or Itron notifies Customer within that same time period of Itron's intent not to renew. The original Subscription Term plus renewal terms may not exceed five (5) years in total, unless otherwise expressly stated in an Order Document.

4.3.4 Effect of Not Meeting Minimum Software-as-a-Service Subscription Term. In the event that Customer does not subscribe to Software-as-a-Service for the Minimum Software-as-a-Service Subscription Term, Itron will invoice Customer an amount equal to unpaid Software-as-a-Service Subscription Fees through the end of the Minimum Software-as-a-Service Subscription Term. Customer must pay that amount within thirty (30) days from receipt of invoice.

4.3.5 Return of Stored Customer Data. Upon termination of Software-as-a-Service for any reason, Itron and Customer will mutually determine the process for returning all stored information in the Software-as-a-Service to Customer within thirty (30) days of termination. If additional time is needed by Customer, Itron will invoice Customer from month-to-month at the then current annual Software-as-a-Service fees, prorated monthly, until such time as Customer is ready to take possession of Customer Data, but not to exceed six (6) months from the date of termination.

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4.4. **Invoicing & Payment.** Itron will invoice Customer the Software-as-a-Service Subscription Fee for the first year of service upon the Software-as-a-Service Commencement Date. Thereafter, Itron will invoice Customer the annual Software-as-a-Service Subscription Fee upon the anniversary of the Software-as-a-Service Commencement Date. The Subscription Fee is identified in the Order Document or Pricing Summary identified with this Agreement.

5. **Software License Option.** A Software License Option, if purchased by Customer, will be identified and priced in the Order Document or Pricing Summary. If Customer has purchased a Software License Option, Customer shall have the right at any time during the Software-as-a-Service Subscription Term to license the Itron software applications under Customer's Software-as-a-Service subscription. There shall be no charge to Customer to license the Itron Software applications. The software license terms in the Software License Addendum to the General Terms and Conditions shall apply.

Customer and Itron shall agree upon a statement of work to migrate the software applications and data from Itron's Software-as-a-Service environment to an operating environment located on Customer's premises or to a third-party environment in which the Itron software applications can be operated. Itron is under no obligation, however, to customize or modify its software applications to perform in Customer's operating environment or that of a third-party, or to provide any middleware, operating systems, virtualization, services, storage, or networking required for the applications to perform in Customer's operating environment or that of a third-party.

The Software-as-a-Service Subscription Term shall cease upon completion of the migration of the software applications and data from Itron's Software-as-a-Service environment to an operating environment located on Customer's premises or to a third-party environment, as otherwise agreed upon between Itron and Customer under the migration statement of work. Customer will not be required to pay any amounts under Section 4.3.4 in the event Customer exercises its Software License Option prior to the end of the Minimum Software-as-a-Service Subscription Term.

6. **Monthly Availability % Service Level.**

6.1. **Service Level.** The Monthly Availability % service level for the Software-as-a-Service Platform will meet or exceed 99.5%. Monthly Availability % will be individually measured and calculated for each Software-as-a-Service application each Measurement Month. Itron records and data will be the sole basis for all Monthly Availability measurements and calculations.

6.2. **Service Level Formula.** Monthly Availability % is the total number of Maximum Available minutes less Availability Downtime divided by Maximum Availability minutes for a Measurement Month. Monthly Availability Service Level Percentage is reflected by the following formula.

$$\text{Monthly Availability \%} = \frac{\text{Maximum Available Minutes} - \text{Availability Downtime}}{\text{Maximum Availabiliy Minutes}} (100)$$

6.3 **Service Level Credits.** Customer will be entitled to credits for Itron's failure to meet the foregoing target for the production environment only, as follows:

Application Availability (Production Environments Only)	
Monthly Availability Performance	Credit

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	(% of monthly Subscription Fee)
≥99.0% and <99.5%	2%
≥98.0% and <99.0%	4%
≥96.5% and <98.0%	10%
≥95.0% and <96.5%	12.5%
<95.0%	30%

6.4 Service Level Report. Itron will deliver a monthly service level report that identifies daily performance and monthly average. Upon Customer request, if Itron does not meet the Application Availability service level, the report will give the reason the service level was not achieved and describe the corrective actions taken.

6.5 Performance Services Level Remedy.

6.5.1 Corrective Action. In addition to the Service Level Credits discussed in Section 6.3 above, in the event that Itron fails to meet the Application Availability Service Level in any given month, Itron shall (1) provide Customer with an incident report, and (2) bring the Software-as-a-Services into compliance with the Application Availability Service Level by the conclusion of the next measurement month. **Termination Option: Three Consecutive Failures.** In the event Itron does not meet the Application Availability Service Level for three consecutive months, the Customer may terminate its Software-as-a-Service subscription upon seven (7) days' prior written notice to Itron without any liability whatsoever, with the exception of fees for Software-as-a-Service rendered through the termination effective date, which shall reduced in proportion to average failure rate across the three consecutive failure months. By way of illustration, if Service Levels average 90% across 3 months, a downward adjustment equal to 9.5% of the unpaid fees rendered through the termination effective date would be made.

7. **Documentation.** Itron will provide Customer with a standard set of Documentation for the Software-as-a-Service, such as user manuals and training materials.

8. **Sizing of Software-as-a-Service.** Itron will size its applications, platforms, and systems for Customer's specific system deployment of Software-as-a-Service. System sizing depends on the application and types of devices and sensors – and may be a factor in determining Software-as-a-Service subscription fees. Sizing criteria may include: number of system endpoints, number of collectors, number of repeaters or range extenders, residential meter configuration, commercial and industrial meter configuration, desired data collection intervals, storage duration for historical data, and the number of concurrent and total users of the application. Sizing changes during the Software-as-a-Service subscription term will require a Change Order and may result in a change in subscription fees.

9. **Application Upgrade & Fixes.** Itron usually releases application upgrades annually, if available, containing new features and functions to the latest general release. Application hot fixes will be performed as needed, as determined by Itron.

10. **Conditions on Use of Service.** Customer will use of the Software-as-a-Service only in accordance with Itron user guides, these Software-as-a-Service terms, the General and Special Terms and Conditions, and applicable laws and government regulations. The rights of any user to access and use the Software-as-a-Service cannot be shared or used by more than one individual (unless such license is reassigned in its entirety to another authorized user), and Customer shall make every reasonable

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effort to prevent unauthorized third-parties from accessing the Software-as-a-Service.

11. **Restrictions.** Customer is not permitted to (1) remove or modify any program markings or any notice of Itron's or its licensors' proprietary and intellectual property rights, (2) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Software-as-a-Service, (3) access or use the Software-as-a-Service in order to build or support, and/or assist a third-party in building or supporting, products or services competitive to Itron, (4) use the Software-as-a-Service on a service bureau basis, except under formal written agreement with Itron, or (5) combine the Software-as-a-Service with any application, software, hardware, equipment, product, or service, except as contemplated by these Software-as-a-Service terms or as expressly authorized by Itron in advance, in writing.

12. **Suspension or Restriction of Service.** Itron may suspend or restrict all or part of the Software-as-a-Service at any time until further notice to protect the integrity and functionality of Software-as-a-Service applications, platform, and systems – or for a material violation of the "Restrictions" or "Conditions on Use of Service" sections that is not promptly cured.

13. **Technical Support Services.** Itron will make technical representatives available to answer questions related to the use of Software-as-a-Service, including assisting Customer with problems experienced with using the Software-as-a-Service; Itron will provide Customer with contact and process documentation. Training and professional services are not within the scope of technical support services.

14. **Customer Technical Responsibilities.** Customer is responsible for selecting, acquiring, securing and maintaining all equipment and ancillary services needed to connect to, access, or otherwise use and maintain compatibility with the Software-as-a-Service, at Customer's sole expense.

15. **User IDs & Passwords.** Itron shall provide Customer with user identifications and passwords ("User IDs") to access the Software-as-a-Service applications. Customer shall be solely responsible for all use of Customer's subscriptions and accounts. Customer shall maintain the confidentiality of all User IDs assigned to Customer. User IDs may not be shared or used by more than one user.

16. **Planned Maintenance.** Planned maintenance, whenever reasonably practicable, will be performed during off-business hours between 6:00 p.m. to 12:00 a.m. Customer's local time, with as little disruption to Customer's use of the Software-as-a-Service as possible, and unplanned maintenance, whenever reasonably practicable, shall also be performed during off-business hours between 6:00 p.m. and 12:00 a.m., Customer's local time.

17. **Unplanned Maintenance.** Itron will provide Customer with notice of unplanned maintenance as soon as reasonably practical; Itron will endeavor to minimize Software-as-a-Service disruptions.

18. **Business Continuity**. Itron has architected and operates a high availability and scalable infrastructure to facilitate virtualized customer environments with various fault tolerant components. Fault tolerance and failover methodologies allow Itron to maximize system availability and confidently uphold our uptime SLAs. Business Continuity is intended for component failures, not for the catastrophic loss of an entire datacenter. Itron will conduct daily backups of back office application configuration files and associated data. These backups are for operational purposes only and are not a disaster recovery solution or a solution to be used by the Customer for testing or analysis purposes. Itron will periodically test the restore capability of its business continuity solution. System and database backups are performed via a schedule to provide for a full weekly backup and daily differential backups. System backups and snapshots are also taken prior to any system change that has been

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approved via the Itron Global Managed Services Change Control Board. The system can be recovered from the backup in an event of a failure. The RPO for business continuity is 72 hours. The RTO for business continuity is five business days. "**RPO**" means the maximum tolerable time period which data might be lost from production Software applications due to a service interruption event. "**RTO**" means the duration of time allowing for the execution of all failover processes required to return access, connectivity, functionality, and operation of production Software applications to Customer following declaration of a disaster event.

All incidents requiring system recovery will be required to adhere to Itron's incident management policy and related standard operating procedures.

19. **SaaS Roles & Responsibilities.** The table below lists the respective responsibilities of Customer and Itron to ensure reliable operation of the Software-as-a-Service.

P=Primary responsibility
S=Support responsibility

Description of service or deliverable	Itron	Customer
Submit user access requests for new users and deletion notifications for users no longer involved with the Software-as-a-Service.		P
Provide immediate notification in the event of an employee termination for those with access to the Software-as-a-Service .		P
Maintain skill sets necessary to properly support the Software-as-a-Service.	P	
Administer and monitor servers including but not limited to utilization of CPU, memory, IOPs, and disk space.	P	
Manage and troubleshoot the secure Software-as-a-Service components and processes (if applicable).	P	
Administer associated Linux, Unix, and Windows operating systems.	P	
Apply Operating System and other third party security patches and critical updates as appropriate.	P	
Maintain and troubleshoot third party software issues required for Software-as-a-Service operations, work with third party to troubleshoot as required.	P	
Maintain anti-virus on all windows based servers.	P	
Monitor communications and support communications troubleshooting activities for the Software-as-a-Service.	P	
Support Software upgrade activities if required.	P	
Maintain and administer the Software-as-a-Service server databases.	P	
Manage Software-as-a-Service interfaces; work with Itron when problems are identified.		P
Provide and maintain a Secure FTP or equivalent.	P	
Perform regular system, database, and custom component backups in	P	

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accordance with selected service level.		
Develop and Maintain Itron related Standard Operating Procedures.	P	

[End of Addendum]

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TECHNOLOGY & SERVICES ADDENDUM

- Itron Mobile -

1. **Annual Subscription Term Commitment.** Itron Mobile requires a minimum one-year commitment. The initial Itron Mobile Subscription Term begins upon completion of Itron Mobile set-up, as validated by Itron. The Itron Mobile Subscription Term will renew automatically for one-year terms, unless either party gives the other 90 days' prior written notice of its intent not to renew.

2. **Relationship to Licensed FCS Software and Maintenance & Support.** In order to ensure full functionality of Itron Mobile, Customer may be required to update or upgrade its licensed FCS software. In the event of termination or expiration of Customer's FCS software license, Customer's subscription and right to use Itron Mobile will terminate.

3. **Fee Adjustments.** The Itron Mobile Subscription Term fee is subject to annual adjustment. In addition, because the Itron Mobile Subscription Term fee is charged on the number of provisioned meters or endpoints in Customer's system (i.e., a tier limitation), any increase in that number during an Itron Mobile Subscription Term will result in additional charges. The additional charges will be invoiced to Customer, normally within thirty to sixty days depending on when the provisioning occurs.

4. **Compatible Mobile Devices.** Itron Mobile is designed to work in connection with mobile devices that meet Itron specifications. Itron will provide those specifications to Customer. Itron is not required to make Itron Mobile work with any other mobile devices.

5. **Customer's Obligation to Protect Customer Information On Mobile Devices.** Customer must take steps to protect customer information stored on Mobile Devices including secure access to Mobile Devices, whether purchased through Itron or a third-party. User identification codes, passwords, and any information provided to Customer as part of Itron's security procedures must be treated as confidential and must not be disclosed to any third party. Customer is at all times responsible for its employees' and subcontractors' use of Itron Mobile. Itron has the right to disable any user identification codes or passwords if, in Itron's opinion, Customer or its employees and contractors have failed to comply with any of the provisions of the Contract Documents.

6. **Internet Connectivity.** Itron Mobile requires Internet connectivity. Customer is solely responsible for obtaining and paying for Internet connectivity.

7. **Disclaimer of Liability.** ITRON ACCEPTS NO RESPONSIBILITY FOR ANY INTERNET SERVICES FAILURE, MOBILE DEVICE FAILURE, OR ITRON MOBILE SERVICE FAILURE, OR FOR ANY LOSS OR DAMAGE OF ANY KIND CAUSED BY SUCH FAILURE.

8. **Itron Mobile Set-Up.** Itron Mobile set-up is an activity separate and distinct from FCS software installation. In all cases where a Customer subscribes to Itron Mobile, Itron will perform Itron Mobile set-up, for which Itron will charge a one-time set-up fee.

[End of Addendum]

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ORDER DOCUMENT

– [City of Fort Wayne Riva AMI Deployment] –

This Order Document for City of Fort Wayne's AMI Project ("***Order Document***") is issued under the Master Sales Agreement dated as of Sept 17th, 2019 (the "***Agreement***") between City of Fort Wayne ("***Customer***") and Itron, Inc. ("***Itron***") and is made effective as of the date last signed below ("***Order Effective Date***"). The terms and conditions of the Agreement and all of the attached Addenda are incorporated into and made a part of this Order Document. Capitalized terms used in this Order Document and not otherwise defined herein will have the meaning assigned to such term in the Agreement or applicable Addenda.

1. ATTACHMENTS

The following documents are attached to and made a part of this Order Document for the AMI Project:

Attachment 1 – Pricing Summary

Attachment 2 – Third-Party Covered Product Maintenance Terms

Attachment 3 – Cisco EULA

Attachment 4 – Statement of Work

2. TERM

This Order Document shall begin upon the Order Effective Date and expire or terminate in accordance with Section 5 ("Term and Termination") of the Agreement.

3. PRICING

3.1 Pricing Summary. Pricing for the AMI Project shall be as set forth in Pricing Summary (BMR#16143-18 Ver3 dated [Date of Pricing Summary], 2019) attached hereto as Attachment 1 ("***AMI Pricing Summary***"). Customer may purchase products and services described on the AMI Pricing Summary at the Fees set forth therein following the Order Effective Date and until expiration of the applicable Pricing Period set forth in the table below, subject to any increases permitted under the Agreement, including the Addenda thereto, and also subject to earlier expiration of all Pricing Periods in accordance with Section 5.3 (Retroactive Price Adjustments) of this Order Document.

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Category	Pricing Period
Endpoints	12/31/2022
Hardware	12/31/2022
Network Devices	12/31/2022
Software	12/31/2022
Meters	12/31/2022
Registers	12/31/2022
Pit Lids	12/31/2022
Remote Shutoff Devices	12/31/2022
Professional Services (including installation services)	12/31/2022
Cloud Services	First 10 years at no more than PPI or 2% increase per year for first 10 years
Supplemental Maintenance Services	End of initial 10-year pricing period specified in AMI Pricing Summary
Itron Endpoints, Hardware, and Network Devices	Itron shall not increase cost more than the annual Producer Price Index (PPI) through 2032.

4. INVOICING AND PAYMENT TERMS

Itron will invoice Customer for fees in connection with the Project, and Customer will pay such Fees, in accordance with Section 4 ("Fees, Taxes and Payment") of the Agreement.

4.1 Invoicing. Itron will invoice Customer fees for products and services, and related freight,in accordance with this Section.

4.1.1 Equipment. Itron's project manager shall secure confirmation regarding equipment orders from Customer's project manager prior to shipment. Itron and Customer will mutually agree on the appropriate inventory stocking levels. Itron will invoice Customer for equipment and related freight costs, as follows:

- *Endpoints*: upon shipment.
- *Network Devices*: upon shipment.
- *Meters, Registers, Pit Lids and Remote Shutoff Devices*: upon shipment.
- *All Other Equipment*: upon shipment.

4.1.2 Services. Itron will invoice Customer for services and related expenses, as follows:

- ***Installation Services:*** upon Acceptance of Installation. For purposes of Installation Services, Acceptance of Installation means the products/services have been properly installed and are working in accordance with the following:
    - For meter and endpoints, Acceptance of Installation happens after 5 successful days of reading under the network.

- For Network equipment, Acceptance of Installation happens when the network devices properly communicate with the network software and can accurately read endpoints.

- ***Maintenance Services***: in accordance with Section 7 ("Fees and Invoicing") of the Maintenance & Support Services (Hardware & Software) Technology & Services Addendum;
- ***Supplemental Maintenance Services (NMaaS)***: annually in advance with respect to each Network Device that has achieved Acceptance pursuant to Section M.2.2 (CGR Acceptance) of **Attachment 4 – Statement of Work – AMI Project**;
- ***Software-as-a-Service***: in accordance with Section 4 ("Subscription Service") of the Software-as-a-Service Technology & Services Addendum; and
- ***Professional Services and Related Expenses***: in accordance with Section N ("Service Fees and Related Details") of the Statement of Work attached hereto as Attachment 4.

5. EQUIPMENT

5.1 Itron and Third-Party Equipment. The AMI Pricing Summary and following table identifies Itron Equipment and Third-Party Equipment that Itron shall provide for the Project (related adders, accessories, and services are described on the AMI Pricing Summary):

Itron Equipment	Third Party Equipment
Itron Mobile Radio	Cisco Connected Grid Routers ("CGRs")
Itron 500W ERT	Neptune Water Meters
Itron ERT mounting accessories	
Itron ERT Gateway Star	Smart Earth Technology Shut-off Valve
	Kamstrup Meters (for shut-off Valve)
	Nicor Meter Box Lids

5.1.1 Itron will provide Customer the 500W Cellular endpoint at the same price as the 500W ERT module for use in covering any gaps in network coverage. Further, Itron shall not require any additional monthly recurring expense for up to 5,000 cellular endpoints. Beyond 5,000 cellular endpoints, Customer will be responsible for $0.30 per endpoint per month.

5.1.2 The network shall be designed and deployed using mutually agreeable locations with emphasis on existing City light locations and infrastructure poles will be limited 40' AGL unless there is prior mutual agreement.

5.1.3 Itron will provide a fixed fee for network poles, collectors, and installations. Customer will pay for additional costs if a metal/decorative pole is required by the City or County.

5.2 Equipment Warranties.

5.2.1 Third Party Equipment. Customer acknowledges receipt of the manufacturer's warranty for all Third-Party Equipment.

Third Party Equipment	Manufacturer Warranty Period
Cisco Connected Grid Routers	Five (5) Years from shipment by Cisco
Neptune Water Meters	5/8 & 5/8"x ¾" 1/8 US gpm @ 95% 5 years or 500,000 gallons ¾" ¼ US gpm @ 95% 5 years or 750,000 gallons 1" 3/8 US gpm @ 95% 5 years or 1,000,000 gallons ProCoder has a full 10-year warranty
Kamstrup Water Meters	flowIQ 2100 Water Meters and flowIQ 3101 Water Meters will perform to the accuracy as defined in applicable AWWA standards for a period of twenty (20) years from date of delivery to Buyer
SET Shut-off Valves	10-YEAR LIMITED WARRANTY 0-5 Years 100% replacement 5-6 Years 70% replacement 6-7 Years 60% replacement 7-8 Years 50% replacement 8-9 Years 40% replacement 9-10 Years 30% replacement
Nicor Meter Box Lids	1 Year from shipment 100% replacement

5.2.2 Itron Equipment. The 20-year Endpoint warranty period set forth in the Itron Equipment Warranty table to the Equipment Purchase & Warranty Schedule Technology & Services Addendum is divided as follows:

- OpenWay Riva Water Module full warranty is consistent with the warranty terms in the Agreement for the first 10 years from date of shipment.
- For warranty claims in years 11 through 15, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 50 percent of its then-current list price for the replacement product.
- For warranty claims in years 16 through 20, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 25 percent of its then-current list price for the replacement product.

5.3 Excessive Failures Itron-Manufactured Equipment

An "Excessive Failure" means the failure of two percent (2%) or more installed Endpoints within any rolling twelve (12) month period, as verified by Itron. An Excessive Failure shall not include any Endpoints that are outside the applicable Warranty Period at the time of failure or that are excluded from warranty coverage pursuant to Section 11 ("Exclusions to Warranty on Itron-Manufactured Equipment") of the Equipment Purchase & Warranty Schedule Technology & Services Addendum. In the event of an Excessive Failure, Customer shall promptly notify Itron. Upon receipt of such notice, Itron will develop a plan to eliminate the problem in all continuing production and to correct the problem in all affected Endpoints that

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are covered by and not excluded from the warranties set forth in Section 10.1 ("Limited Warranty") of the Equipment Purchase & Warranty Schedule Technology & Services Addendum. If the plan requires that the affected Endpoints be de-installed for repair or replacement, then Itron will, at its expense, (a) provide qualified field labor to de-install defective and accessible Endpoints within Customer's service territory that are exhibiting failure in excess of the Excessive Failure threshold and install conforming replacements for such equipment pursuant to a mutually agreed upon statement of work, or (b) reimburse Customer's actual, documented and necessary costs of performing such work using its own resources in the form of a credit against amounts due by Customer under the Agreement, not to exceed $29.20 per affected Endpoint. The additional remedies for Excessive Failures under this Section will only be available if Customer: (i) promptly investigates all potentially defective Endpoints identified on Customer's most recent system performance and maintenance reports, (ii) promptly returns all Endpoints that fail to satisfy the warranties set forth in Section 10.1 ("Limited Warranty") of the Equipment Purchase & Warranty Schedule Technology & Services Addendum below the Excessive Failure threshold to Itron in accordance with Itron's then-current RMA process, (iii) promptly notifies Itron in writing once Customer believes, acting reasonably, that an Excessive Failure has occurred or is likely to occur, (iv) maintains all system performance and maintenance reports for a period of no less than twenty-four (24) months, and (v) provides Itron with access to such reports and other relevant Customer records as necessary for Itron to confirm Customer's compliance with the investigation, return and reporting requirements of this Section. The remedies set forth in this Section, when combined with the remedies set forth in Section 10.2 ("Repair or Replacement") of the Equipment Purchase & Warranty Schedule Technology & Services Addendum, shall be Customer's sole remedy in the event of an Excessive Failure.

5.4 Excessive Failures Neptune

An "Excessive Failure" means the failure of two percent (2%) or more installed Meters, water meters and encoder registers within any rolling twelve (12) month period, as verified by Neptune. An Excessive Failure shall not include water meters and encoder registers that are outside the applicable Warranty Period at the time of failure or that are excluded from warranty coverage pursuant to Neptune's Standard Warranty Terms and Conditions. In the event of an Excessive Failure, Customer shall promptly notify Neptune. Upon receipt of such notice, Neptune will develop a plan to eliminate the problem in all continuing production and to correct the problem in all affected water meters and encoder registers that are covered by and not excluded from Neptune's Standard Warranty Terms and Conditions (Attachment X). If the plan requires that the affected water meters and encoder registers be de-installed for repair or replacement, then Neptune will, at its expense, (a) provide qualified field labor to de-install defective and accessible water meters and encoder registers within Customer's service territory that are exhibiting the same failure mode in excess of the Excessive Failure threshold and install conforming replacements for such equipment pursuant to a mutually agreed upon statement of work, or (b) reimburse Customer's actual, documented and necessary costs of performing such work using its own resources in the form of a credit against amounts due by Customer under the Agreement, not to exceed $48.31 per affected water meter or encoder registers. The additional remedies for Excessive Failures under this Section will only be available if Customer: (i) promptly investigates all potentially defective water meters and encoder registers identified on Customer's most recent system performance and maintenance reports, (ii) promptly returns all water meters and encoder registers that fail to satisfy the warranties set forth in Neptune's Standard Warranty Terms and Conditions (Addendum X) below the Excessive Failure threshold to Neptune in accordance with Neptune's then-current RMA process, (iii) promptly notifies Neptune in writing once Customer believes, acting reasonably, that an Excessive Failure has occurred or is likely to occur, (iv) maintains all system performance and maintenance reports for a period of no less than twenty-four (24) months, and (v) provides Neptune with access to such reports and other relevant Customer records as necessary for Neptune to confirm Customer's compliance with the investigation, return and reporting requirements of this Section. The remedies set forth in this Section, when combined with the remedies set forth in Section 10.2 ("Repair or Replacement") of the

Equipment Purchase & Warranty Schedule Technology & Services Addendum, shall be Customer's sole remedy in the event of an Excessive Failure.

6. SOFTWARE

6.1 Itron and Third-Party Software. The following table identifies Third Party Software that Itron will deliver as part of the AMI Project:

Itron Software	Third Party Software
N/A (SaaS only)	Cisco IoT Device Manager Application

6.2 Licensing Terms for Third Party Software. Third Party Software described in Section 6.1 of this Order Document that is Cisco software ("***Cisco Software***") shall be licensed to Customer pursuant to the terms of the Cisco End User License Agreement attached hereto as Attachment 3 to this Order Document (the "***Cisco EULA***"). Customer shall comply with the terms and conditions set forth in the Cisco EULA with respect to Cisco Software and shall only use Cisco Software in connection with the number of Endpoints (including with Endpoint types not specified in the AMI Pricing Summary, so long as compatible with the Cisco Software), and the number and type of CGRs, specified in the AMI Pricing Summary.

7. MAINTENANCE & SUPPORT SERVICES

7.1 Covered Products. Itron shall provide maintenance and support services for the Covered Products described below, in accordance with the Maintenance & Support Services (Hardware & Software) Technology & Services Addendum, starting upon the date of delivery, which shall be considered the M&S Commencement Date for each such Covered Product.

Covered Equipment	Third Party Covered Products
Itron Mobile Radio	Cisco Connected Grid Router
	IoT Device Manager Application

8. PROFESSIONAL SERVICES

8.1 Scope. Itron shall provide professional Services under this Order Document as specified in the Statement of Work – Openway Riva AMI SAAS Project ("***AMI Project***") attached hereto as Attachment 4. Applicable fees and payment terms for such Services are specified in the Statement of Work.

8.2 Installation Warranty. Upon completion of an installation, Itron warrants that the end user's property will be restored to substantially the same condition as it was before the installation. Further, Itron guarantees against defects in installation workmanship and damages caused by installation for a period of 1 year from the date of installation for all Work, including materials used in the installation and work performed by Itron or its third-party agent under the Agreement. This section covers damage to end user property caused during the installation process, such as damage to siding, drywall, and ceilings, as well as any other defects in the installation and shall be in addition to any other warranties provided by Itron in this Order Document, the Agreement, or any of the attached Addenda. In the event of a complaint relating to an

installation, whether by Customer or an end user, Itron agrees to promptly investigate the complaint and, to the extent the damage or defect was caused by Itron or its third-party installer, make all necessary repairs to resolve the complaint at its sole cost and expense. Failure to comply with this Section shall constitute a material breach of this Order Document and the Agreement.

8.3 Damage to Equipment . Any damage to a water meter or ERT discovered during the 1 year period following installation which is found to be directly caused by the installation performed by Itron or by Tribus Field Installers shall be resolved by Itron or by Tribus at Itron's or Tribus's expense.

8.4 Issue Resolution. If an issue arises during the Project which is either not adressed or not fully addressed in the Agreement, Order Document, attached Addenda or the Statement of Work, the Parties may rely on Itron's Initial Response to Appendix 1 of the RFP—Fort Wayne FWCU Advanced Meter Infrastructure System Resolution No. 105-10-30-18-2 dated December 18, 2018 or the Request for Proposal dated December 18, 2018 or Best and Final Response to the RFP—Fort Wayne FWCU Advanced Meter Infrastructure System Resolution NO. 105-10-30-18-2 dated March 1, 2019, copies of which are attached to the Agreement, for additional context to interpret the terms of the Agreement, Order Document, attached Addenda, or the Statement of Work. If the issue is not addressed by any of the foregoing documents, then the Parties will work together in good faith to resolve the issue in accordance with Section 15 of the Agreement.

8.5 Retention of Fees. Customer will retain up to fifteen percent (15%) of fees for Itron Professional Services ("Retainage") until Final System Acceptance, as defined in Section G.6 Final System Acceptance Test in the Statement of Work, has been achieved. Upon Final System Acceptance, Customer will pay Itron the Retainage as follows:

System Acceptance Level	Criteria	Payment
Itron meets all coverage thresholds specified in Section G.6 (Final System Acceptance Test) of the Statement of Work	99% daily reads 99.5% over a 3-day window 99% interval reads	100% of Retainage
Itron meets coverage thresholds specified in Section 1.11 (Read Performance) of RFP—Fort Wayne FWCU Advanced Meter Infrastructure System Resolution No. 105-10-30-18-2	95% daily reads over 24 hours 98.5% reads over a 72 hours 97.5% reads over 48 hours	33% of Retainage
Itron fails to meet the coverage thresholds specified in Section 1.11 (Read Performance) of RFP—Fort Wayne FWCU Advanced Meter Infrastructure System Resolution No. 105-10-30-18-2		0% of Retainage plus Itron must continue to work with Customer to identify and implement solutions until the performance levels specified in Section 1.11 of RFP—Fort Wayne FWCU Advanced Meter Infrasctructure Resolution No. 105-10-30-18-2 have been achieved.

9. SOFTWARE-AS-A-SERVICE

9.1 System Sizing Criteria

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Sizing Criteria	Design Value
Itron Solution Application(s) *(name)*	Collection Manager, IoT-FND, Itron Security Manager, Itron Analytics (Theft Detection, District Metering Analysis)
System Endpoints (#)	Not to exceed 110,000 Endpoints
System Collectors (#)	55 CGRs and 13 ERT Gateways
Residential Meters	104,114
C&I Meters 1.5" and larger	3,092
Historical Data (#)	Five years of hourly storage in Itron Analytics

Sizing Criteria is a baseline assumption of the scope of Software-as-as-Service agreed to by Customer and Itron – and upon which the agreed-upon pricing is dependent. Modifications to Sizing Criteria may require an amendment to the Pricing Summary. If Customer desires to increase subscriptions, Customer will be required to issue an additional purchase order. Additional fees will be required for exceeding the specified endpoint count, in accordance with Itron's then current price list.

9.2 Application Upgrades and Hot Fixes.

1.1.1. Application upgrades containing new features and functions will be performed annually back to the latest Change Control Authorization provided by Customer.

1.1.2. Application Hot Fixes will be performed at the discretion of Itron.

1.1.3. Change Control Authorization will be required for all Application upgrades and Hot Fixes.

9.3 KPI Reporting. KPI reporting will be made available to the Customer monthly and will include the following:

- Application Availability.
- System Changes and Updates that require Change Control Authorization.
- Incident reporting, including root cause analysis, resolution and preventive measures.

9.4 Minimum SaaS Period. Itron will make Software-as-a-Service available for purchase by Customer under this Order Document for a period of no less than 20 years from the commencement of such services (the "Minimum SaaS Period") in accordance with the Agreement and subject to the following conditions: (i) Customer must purchase Software-as-a-Service and comply with all applicable terms and conditions, including payment terms, throughout the Minimum SaaS Period, (ii) Itron shall have the right to modify or replace the Software-as-a-Service applications; provided, however, that all such modifications and replacement shall be backwards compatible with the Itron Endpoints and no such modification or replacement shall eliminate key functionality contained in the prior version of the applicable

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Software-as-a-Service application, and (iii) Itron may require Customer to refresh all the network devices at its expense; provided, however, that replacement network devices shall be backwards compatible with the Software-as-a-Service and Itron Endpoints and Customer shall not be required to refresh the network devices at its expense more than once during the Minimum SaaS Period. No less than 360 days prior to the date upon which the refresh must be completed, Itron will provide Customer with a technology refresh plan, which shall include a proposed schedule and scope of work to refresh existing network devices with alternative network devices, along with associated fees and costs.

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SIGNATURE PAGE
TO
ORDER DOCUMENT

APPROVED this 17th day of September, 2019.
BOARD OF PUBLIC WORKS

By: ABSENT
Shan Gunawardena, Chair

By: _____
Kumar Menon, Member

By: Mike Avila
Mike Avila, Member

Attest: _____
Michelle Fulk-Vondran, Clerk

Itron, Inc.

By: DocuSigned by: _____
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Printed name and Title: Robert Farrow VP Treasury

Date: 9/16/2019

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Attachment 1 to AMI Order Document

Pricing Summary

Water Meter Replacement Pricing Summary (Resolution #106-9-17-19-1)

Item	Category	Description	Extended Price
Meters & Endpoints			
	meter & endpoints	Water meter and Itron endpoint	$10,026,964.93
	meter lid	meter replacement lids	$32,533.33
	remote shut off	5x8"x3/4" remote shut-off	$82,500.00
		Meter & Meter Lid Total	**$10,141,998.26**
Hardware			
	Hardware	Itron Mobile Radio w/USB cable and charger	$29,925.00
	Support and Maintenan	Network support and maintenance	$22,014.00
		Hardware Total	**$51,939.00**
Network Infrastructure and Installations			
	Network	Network and Installation	$694,227.00
		Network Infrastructure Total	**$694,227.00**
Professional Services			
	Services	Itron Implementation Services	$914,347.96
	Expenses	Travel and Expenses	$118,770.00
	Services	FDM Implementation	$98,995.00
	Expenses	**Professional Services Total**	**$1,132,112.96**
Installation			
	Installation	Meter and Endpoint installation	$6,434,020.32
		Installation Total	**$6,434,020.32**
		System Discount	-$250,000.00
		Project Contingency	$500,000.00
		Water Meter Replacement Project	**$18,704,297.54**

Itron
Electric / Gas / Water
Information collection, analysis and application
2111 N. Molter Rd.
Liberty Lake, WA 99019
fax: 866-787-6910
www.itron.com

Pricing Summary for

City of Fort Wayne, IN

BMR# 16143-18 Ver4 Jul
September 13, 2019

Remote to Exterior Configuration

Item	Category	Description	Qty	Unit Price	Extended Price	Notes
Meters & Meter Lids						
Third-Party						
1	Meter	5/8" Pro Coder meter (with 20' lead wire)	11,085	$65.56	$726,683.33	
2	Meter	5/8" x 3/4" Pro Coder meter (with 20' lead wire)	54,195	$65.56	$3,552,783.33	*(1)*
3	Meter	3/4" SL T-10 Pro Coder meter (with 20' lead wire)	2,423	$105.56	$255,761.11	
4	Meter	1" T-10 Pro Coder meter (with 20' lead wire)	2,704	$138.89	$375,555.56	
5	Meter	flowIQ 2100, 25GPM, 5/8" x 3/4" x 5.118" (130mm), composite , Encoder Output with 5' length cable	500	$110.99	$55,494.44	
6	Meter Lid	Nicor 21.25PWAT	500	$47.78	$23,888.89	
7	Meter Lid	Nicor 12.25PWAT Type A	500	$17.29	$8,644.44	
		Meter & Meter Lid Total			**$4,998,811.11**	
Remote Shut Off Valve						
Third-Party						
8	Remote Shut Off	5/8x"3/4" Smart Valve w/Itron In-Line connector (20-Year Limited Warranty) Female/Female	500	$165.00	$82,500.00	
		Remot Shut Off Valve Total			**$82,500.00**	
Endpoints						*(2,3)*
9	Endpoint	OpenWay Riva Water Module-Remote	102,206	$52.50	$5,365,815.00	
10	Endpoint Accessories	OpenWay Riva Mounting Kit for Remote Installations	102,206	$2.50	$255,515.00	
11	Endpoint	OpenWay Riva Water Module-Pit	TBD	$51.50	TBD	
12	Endpoint Accessories	OpenWay Riva Through Lid Mount Kit	TBD	$2.50	TBD	
13	Endpoint Accessories	Standard 5' cable with In-Line connector with .167" diameter	TBD	$10.00	TBD	
14	Endpoint Accessories	Standard 25' cable with In-Line connector with .167" diameter	TBD	$15.00	TBD	
15	Endpoint Accessories	OpenWay Riva Through-the-Lid remote mount antenna Kit	TBD	$39.00	TBD	
16	Endpoint Accessories	OpenWay Riva Rod Mounting Kit	TBD	$3.00	TBD	
		Endpoint Total			**$5,621,330.00**	
Hardware						
17	Hardware	Itron Mobile Radio w/USB cable and charger	15	$1,995.00	$29,925.00	
18	Hardware	Panasonic 7" Toughpad FZ-M1, Use for FDM Work Orders, GPS, Barcode, 3 Year Warranty	TBD	$3,210.00	TBD	
		Hardware Total			**$29,925.00**	
Network Infrastructure and Installations						*(4,5)*
Third-Party						
19	Network	Connected Grid Router - CGR 1240 4G, w/ 4 module slots,2 GE,2 serial,4 FE LAN,Wi-Fi,GPS	55		$330,556.00	
20	Installation	Install 55 CGRs and remote antennas (includes power run of 50'): - 15 CGRs/remote antennas installed on customer owned 25' streetlights - 6 CGRs/remote antennas installed on water tank - 34 CGRs/remote antennas installed on new 45' Class 4 wood poles * includes price to deliver/purchase/install 34 new poles			$254,579.00	
21	Network	OpenWay Riva Routing Node - ERT Gateway Star	13	$2,510.00	$32,630.00	
22	Installation	Install 13 ERT Gateways (includes power run of 50'): - 9 ERT Gateways installed on customer owned 25' streetlights - 4 ERT Gateways intstalled on new 30' Class 4 wood poles	13	$5,714.00	$74,282.00	
23	Installation	Purchase/deliver/install wood poles for ERT Gateways	4	$545.00	$2,180.00	
24	Installation	Power run beyond 50' - per foot	TBD	$21.00	TBD	
25	Installation	LMR 400 Coax - per foot	TBD	$8.00	TBD	
		Network Infrastructure Total			**$694,227.00**	
Professional Services						*(6-7)*
26	Services	Itron Implementation Services			$808,970.00	
27	Expenses	Travel and Expenses			$110,720.00	
28	Services	FDM Implementation			$98,995.00	
29	Expenses	Travel and Expenses			$8,050.00	
		Professional Services Total			**$1,026,735.00**	

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Pricing Summary for

City of Fort Wayne, IN

BMR# 16143-18 Ver4 Jul
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Remote to Exterior Configuration

Installation						*(8)*
30	Installation	Meter Replacement and Module installation, inside meter, 5/8" –	71,658	$48.31	$3,461,797.98	
31	Installation	Meter Replacement and Module installation, pit meter, 5/8" – 1"	2,249	$38.75	$87,148.75	
32	Installation	Module Retrofit, inside meter (access required), 5/8" – 1"	27,993	$44.64	$1,249,607.52	
33	Installation	Module Retrofit, inside meter (access required), 1.5" – 10"	2,736	$52.65	$144,050.40	
34	Installation	Module Retrofit, pit set meter, 5/8" – 1"	2,214	$29.20	$64,648.80	
35	Installation	Module Retrofit, pit set meter, 1.5" – 10"	356	$76.96	$27,397.76	
36	Installation	Adder to run wire to exterior of premise when inside access	99,387	$9.25	$919,329.75	
37	Installation	6 Strand Wire	1,988,000	$0.20	$397,600.00	
38	Installation	Pit lid replacement	1,000	$13.96	$13,960.00	
39	Installation	Hourly Rate for additional work	TBD	$52.36	TBD	
40	Installation	Module Retrofit Credit for Units Already Installed, 5/8" - 1"	(5,130)	$44.64	($229,003.20)	
41	Installation	Printing / Postage	106,850	$1.25	$133,562.50	
42	Installation	Pre-Shutoff letter printing and mailing (1 page color letter)	16,500	$4.10	$67,650.00	
43	Installation	Pre-shutoff door tag printing (color)	8,250	$0.15	$1,237.50	
44	Installation	Pre-shutoff door tag hanging (labor to hang to door tags)	8,250	$8.43	$69,506.25	
45	Installation	Post-shutoff door tag printing (color)	2,475	$0.15	$371.25	
46	Installation	Labor to disconnect service at curb stop and hang post-shutoff door tag	2,475	$28.26	$69,943.50	
47	Installation	Additional AMI installation labor and travel time for out of sequence upgrades (shutoff customers)	2,475	$28.09	$69,516.56	
48	Installation	Labor to replace sutoff valve (stop and waste valve) directly upstream of meter. Includes turning off curb stop at the street.	1,500	$106.00	$159,000.00	
		Installation Total			**$6,707,325.32**	
Itron Cloud Services						*(9)*
49	One-Time	One-Time Setup			$31,000.00	
		Software as a Service - up to 107,206 Endpoints			Annual	
50	Operations	OpenWay Operation Center			$153,347.00	
51	Operations	Itron Analytics			$32,597.89	
		Itron Cloud Services Total			**$216,944.89**	
		System Discount			**($250,000.00)**	
		Project Contingency			**$500,000.00**	
		OpenWay Riva System Total			**$19,627,798.33**	
Annual Hardware Support and Maintenance						
52	Maintenance	Itron Mobile Radio w/USB cable and charger	15	$144.00	$2,160.00	*(10)*
53	Maintenance	OpenWay Riva Routing Node - ERT Gateway Star	13	$60.00	$780.00	
Third-party						
54	Support	Connected Grid Router Support	55	$346.80	$19,074.00	
		Annual Maintenance Total			**$22,014.00**	
Optional						
55	Warranty	OpenWay Riva Water Module Extended Warranty Years 11-15	102,206	$5.00	$511,030.00	
Additional Installation						
		Service Line Repair per Incident, up to 10 feet of pipe				
56	Installation	5/8"	TBD	$231.94		
57	Installation	3/4"	TBD	$240.69		
58	Installation	1"	TBD	$256.94		

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Notes and Assumptions

(1) Assumes approximately 3,500 meters are being purchased separately from Neptune.

(2) OpenWay Riva Water Module full warranty is consistent with the warranty terms in the Agreement for the first 10 years from date of shipment.
For warranty claims in years 11 through 15, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 50 percent of its then-current list price for the replacement product.
For warranty claims in years 16 through 20, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 25 percent of its then-current list price for the replacement product.

(3) The full population of 107,206 endpoints has been reduced by the existing 500W and 100W endpoints.

(4) Network design will include 55 CGRs on a combination of 40' AGL planted poles and existing City Streetlights or towers. 500W Cellular ERTs will be purchased for any final field mitigation beyond the coverage provided by the 55 CGRs. Cellular 500Ws are priced at the same price as standard 500Ws when used as mitigation for network completion

(5) Customer will be responsible for any ongoing lease fees for third-party sites. The actual agreement for placement of the equipment will be between the Utility and the third-party owner.
Basic site restoration included.

(6) Itron's professional services estimates are based on a 10 month project duration. Itron is responsible for site surveys and field installation of CGRS. Utility responsible for field mitagation. Itron will provide remote support to operate and maintain the proof of concept for a period of 4 months.

Itron's pricing assumes the customer will be responsible for testing with Itron in a support role. Itron has included a total of 60 hours for remote support.

Itron has included 80 hours of software training. Itron will hold 2 Sessions for up to 20 individuals.
Itron services will provide one week (40 hrs) of specialized training on installation, troubleshooting, and field mitigation for the CGR appliance. A second week onsite (40 hrs) will be utilized to ensure that the City's field workers are comfortable in real world scenarios of mitigating communication problems between endpoints and CGR. Itron can provide optional T&M training remote or on-premise should that be required.
Section 15.3 Testing- Itron will provide one (1) additional session for 8 hours for the testing of personnel on training materials.
Interface:
Interface with the existing utility billing software:
Itron has included: 16 hours for assessment, 1 week duration of design support (40 hours), 1 week duration for build support (40 hours), 1 week duration of testing support (40 hours), and 1 week duration of go live support (40 hours).

(7) Implementation pricing includes one standard workflow that supports the Installation, maintenance, and Quality Audit business process. Changes to the Standard Workflow will be evaluated and managed through the Change Order process.
Changes to Standard Workflow or File Layouts are not included.
One Business Unit will be developed on an Itron Hosted system.
Includes one hosted Production System
A test system is recommend for the duration of the project, but is not included in this pricing
Implementation pricing assumes Customer will perform data mapping and transformation of the host files(s) to the Itron file specification
No Custom Route Sheets, or reports
FDM workflows will be created using the current Standard workflow
Includes training and support for one production go-live event

(8) Meter and module installation prices are budgetary and are based on the following assumptions:
No prevailing wages or requirements for use of union labor.
No state or federally mandated change to employee benefits or minimum wage laws occurs during the project implementation period. If changes occur, Itron reserves the right to modify pricing accordingly.
Work will not be performed at locations where it is reasonable to assume damage will occur to the customer's property without damage waiver and prior consent of the utility and/or the customer.
Itron will only be responsible for the repair of damages caused directly by Itron services.
All meters are located in geographically contiguous routes within selected areas and Itron will have the flexibility to route technicians in what we consider to be the most efficient order
Pricing assumes that the City will provide:
Safe access to all meters, including any keys necessary to access meters, and assistance on unsafe or other special situations.
Current address information and maps of all services.
Data mapping and transformation of the work order system host file(s) to the Itron file specification.
Labor to replace shutoff valves assumes 3/4" and 1" valves only. If larger sized valve are replaced, additional costs may apply.
Hardware for shut off valves will be purchased locally at Fort Wayne's local price plus 15%.

(9) Software as a Service:
Includes the following applications: Collection Manager, Itron Security Manager, Cisco IoT FND and Itron Analytics.
System priced to support up to 107,206 endpoints.
Software as a Service pricing is based on a 5 year contract.
Minimum of $1000 per month for cloud services. After the monthly meter cost exceed $1000, the extra charge will add at a per meter per month basis.
Itron Cloud Services invoicing commences once the system becomes available.
Invoicing will be based on the total meter population, rather than the current number of meters installed.
Cloud Services to be provided from Itron's Cloud Services Data Center or Partner Data Center (TierPoint or Microsoft Azure).
One major software upgrade is included in annual SaaS fees. During this major software upgrade should the customer require training, extended integration testing support, and project management Itron can provide services and it would be addressed via a SOW if required by customer. "
Itron to perform server administration, database administration, local area network administration, monitoring software administration, security administration.
Pricing includes all hardware, labor, 3rd party software and maintenance in accordance with Itron's standard terms and SLAs for use of Itron application software.
Includes one production environment.
Up to 1 VPN tunnel is supported.
Includes use of Oracle database as needed.

Where Microsoft SQL Server Standard edition or BI is required, it is provided for up to 5 users.
Standard Disaster recover for this bid RPO - 48 hours and RTO - 3 weeks.
Additional environments for Development or Test are not included.
Monthly wireless communications fees included for WAN backhaul.
Under a SaaS or Cloud Infrastructure Services offering, the City will be responsible the day-to-day operation of the system and applications.
SaaS fees will be invoiced as a percentage of the total meters read through the system during the project adjusted on a quarterly basis for the upcoming quarter beginning with a 20% base fee when the software is configured and made available to the project staff.

(10) Itron Mobile Radio has a one year warranty, annual maintenance will begin in year two.
(11) Pricing is based on existing agreements or Itron's standard terms and conditions.
(12) Freight, taxes, duties, and tariffs are not included. Prices are in US dollars.

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Attachment 2 to AMI Order Document

– Third Party Covered Product Maintenance Terms –

A.Cisco Products. The following terms apply to Cisco products that are Third Party Covered Products provided by Itron under the Agreement:

1. **Definitions**

"***Approved Source***" means (a) Cisco Systems, Inc., (b) Cisco Systems Canada Co., or (c) a distributor that is authorized by Cisco to redistribute Products and Services within the Territory to Integrator, as they are from time to time identified at http://tools.cisco.com/WWChannels/LOCATR/jsp/distributor_locator.jsp or as otherwise provided by Cisco from time to time.

"***Cisco***" means Cisco Systems, Inc. and Cisco Systems Canada Co.

"***End User***" is City of Fort Wayne.

"***End User License Agreement***" means the End User License Agreement attached as Order Document Attachment 3 (Cisco EULA).

"***First Call***" means the initial call made by the End User when requesting assistance with a Product.

"***Integrator***" means Itron, Inc. and Itron Canada, Inc.

"***Integrator Agreement***" means the Special Purpose Systems Integrator Agreement between Cisco and Integrator.

"**Other Products**" means Products which an End User acquired from sources other than Integrator.

"**Price List**" is the price list(s) published at Cisco.com applicable to the relevant Cisco entity to which each Purchase Order is issued by Integrator.

"***Products***" means Cisco Connected Grid Router ("***CGR***") and Cisco Connected Grid Network Management System ("***NMS***").

"***Purchase Order***" is a written or electronic order issued by Integrator to Cisco for Products or Services to be purchased, licensed or provided under the Integrator Agreement.

"***Service***" means the Cisco brand Services available for resale by Integrator, which can be found at www.cisco.com/go/servicedescriptions/.

"***Service Description***" means a description of the Services, as of the purchase date of such Services, to be made available by Cisco to End Users through Integrator, and the terms and conditions under which Cisco provides those Services. Each available Service has its own Service Description, which can be found www.cisco.com/go/servicedescriptions/.

"***Software***" means the Cisco Connected Grid Network Management System and any other software identified on and described in Exhibit G to the Integrator Agreement.

"***Territory***" means Canada and the United States of America, excluding Puerto Rico, unless otherwise mutually agreed in writing by the parties.

2. **Maintenance and Support Terms**

For each Service purchased by Integrator, Cisco will make available to End User, on Integrator's behalf, the Services described in the applicable Service Description. Services are subject to the description set forth in the applicable Service Description. For NMS, the Service Description is found under Software Application Services located at: http://www.cisco.com/legal/Cisco_SAS-SASU.pdf. For CGR, the Service Description is found under SMARTnet and SMARTnet On-site located at:

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http://www.cisco.com/web/about/doing_business/legal/service_descriptions/docs/Smartnet_Onsite_Exhibit.pdf. Upon Cisco's acceptance of a Purchase Order for Services, the then-current Service Description shall apply to such Services.

In order to be eligible to receive the Services as set out herein for (a) Products that have not been previously supported, (b) Products for which support has lapsed, or (c) Other Products, the following will apply:

(i) Cisco may charge an inspection fee for Products and Other Products in accordance with Cisco's standard fee schedule on the Price List in effect at the time of inspection (any related upgrades, replacements, repairs, or troubleshooting are excluded); and

(ii) Integrator shall provide Cisco with such information as Cisco may require to ensure that a valid Software license exists for Software to be supported. If a valid Software license does not exist, Integrator shall pay Cisco the Software license fee for the Software.

Cisco reserves the right to survey an End User for use in ensuring End User's satisfaction with (a)the Services, and (b)Integrator's and/or Cisco's support. From time-to-time, no more than once per calendar year, provided that Cisco follows End User security requirements, and with reasonable notice, Cisco will be entitled to perform an inventory review of an End User's installed base and review serial numbers and other records (upon reasonable advance notice) to validate entitlement at Cisco's sole cost and expense. Upon notice to Integrator, Cisco will be entitled to suspend any portion of a Service with respect to a specific End User in instances when it is prevented by Integrator or such End User from performing an inventory review or otherwise verifying End User's entitlement to the Service.

End User acknowledges the contents of the relevant Service Descriptions located at www.cisco.com/go/servicedescriptions/.

Integrator may take the First Call from the End User and may open a case with Cisco on behalf of the End User using the applicable Maintenance Contract Number or other contract number(s) and Cisco serial number(s). End User may call Cisco directly for support, provided that Integrator may require the End User to place the First Call with Integrator and allow Integrator to open a case with Cisco on behalf of the End User in accordance with this Section provided that Integrator shall not delay opening a case.

At least thirty (30) calendar days advance Written Notice to Cisco is required for Product relocations (outside End User's then-current service territory) and Service level/Product configuration changes, when applicable.

If Integrator elects not to support a Product at the time of a Product purchase or if, for any reason, a Product becomes unsupported at some point after the Product's initial deployment, End User authorizes Integrator to and Integrator shall, at Cisco's written request, provide Cisco with the contact information, including but not limited to name, address, and phone number of the End User who has purchased the unsupported Product from Integrator, within 30 calendar days of Integrator's receipt of written request from Cisco. Integrator and End User authorize Cisco to contact the End User for the express purpose of contracting directly with End User for support Services for the unsupported Product identified by Integrator.

Prior to expiration of a Service contract: (a) Cisco, or its authorized agents, will send reminders to Integrator or as directed by Integrator; (b) Integrator will, upon request by Cisco, reconfirm the End User's identity and Service contract numbers of the expiring Service contract(s); and (c) Integrator will (i) initiate the renewal process with its End User and forward to Cisco the completed renewal with Purchase Order or (ii) notify Cisco of Integrator's intent to cancel Services. If, upon the expiration date of Cisco Services for the Product, Cisco has not received a Purchase Order for the renewal, Cisco, or its authorized agents, may contact the End User to arrange for the renewal of Cisco Services for the Product either directly with Cisco or with another Cisco-authorized reseller.

3. Warranty

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NOTHING IN THIS SECTION 3. WILL AFFECT THE WARRANTIES PROVIDED WITH ANY HARDWARE PURCHASED OR

SOFTWARE LICENSED BY INTEGRATOR AND/OR END USER. ANY AND ALL SERVICES PROVIDED HEREUNDER WILL BE PERFORMED IN ACCORDANCE WITH INDUSTRY STANDARDS OF PROFESSIONAL SKILL, CARE AND DILIGENCE. EXCEPT AS SPECIFIED IN THIS SECTION, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF THE PURPOSE IS KNOWN TO CISCO), SATISFACTORY QUALITY, AGAINST INFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE GREATEST EXTENT ALLOWED BY APPLICABLE LAW. INTEGRATOR MUST NOTIFY CISCO PROMPTLY OF ANY CLAIMED BREACH OF ANY WARRANTIES. INTEGRATOR'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY WILL BE PROMPT RE-PERFORMANCE OF THE SERVICES; OR IF CISCO DETERMINES, ACTING REASONABLY, THAT IT IS UNABLE TO RE-PERFORM SUCH SERVICES IN ACCORDANCE WITH THE ABOVE WARRANTY, TERMINATION OF THE APPLICABLE SERVICE ON THE PRODUCT LIST AND RETURN OF THE FEES PAID TO CISCO BY INTEGRATOR FOR SUCH NON-CONFORMING SERVICES. THIS DISCLAIMER AND EXCLUSION WILL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE. THE WARRANTY PROVIDED IS SUBJECT TO THE LIMITATION OF LIABILITY SET FORTH IN THIS EXHIBIT. EXCEPT AS EXPRESSLY PERMITTED IN THIS SECTION B, INTEGRATOR SHALL NOT MAKE ANY WARRANTY COMMITMENT, WHETHER WRITTEN OR ORAL, ON CISCO'S BEHALF.

Cisco reserves the right to make changes to the scope and content of the Service terms currently set forth in this Section 3 (with the exception of the warranty term and this Section 3) to be consistent with a change in Cisco's then-current general support program, including terminating the availability of a given Service (provided, that no change or combination of changes resulting in the elimination of critical Services from a Service Description shall be made until after Cisco announces an EOL with respect to the applicable Product, in which case Section 13.7 of the Integrator Agreement shall apply), at any time upon ninety (90) calendar days prior written notice and such changes shall become effective upon the next October 1st. If Integrator does not agree with a change of scope or content of this Section 3, which is allowed by this Section, Integrator may terminate this Section 3 by providing Cisco written notice of termination. Any such changes in scope and content which conflict with the terms set forth in the main body of the Integrator Agreement shall be superseded by such terms set forth in the main body of the Integrator Agreement. For the avoidance of doubt, no change allowed under this Section shall apply to any Services purchased prior to the effective date of such change.

4. End User Obligations

(1) End User agrees to comply with Cisco's Export Restrictions.

(2) End User agrees to comply with the applicable Cisco End User License Agreement or, if no such agreement is provided to the End User, the standard Software License Agreement located at Cisco.com, for all Cisco software provided with any Service (including any upgrades, patches, or Bug Fixes provided at a later time). End User further agrees to abide by Cisco's rules that govern the download of Cisco software, which state, amongst other things:

End User is only entitled to download Cisco software for the Cisco hardware chassis or device or the particular application software or signature file for which End User has paid the applicable software license fees; and

End User has a current and valid service contract that covers either the specific Cisco hardware chassis or device for which End User is downloading software and/or the software image or subscription file (e.g., for Intrusion Detection System) that End User is downloading.

(3) End User agrees to comply with terms and conditions provided in the applicable Cisco Service Description which are posted at www.cisco.com/go/servicedescriptions/.

(4) End User will keep Cisco Confidential Information confidential.

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Attachment 3 to AMI Order Document

– Cisco EULA –

This is an agreement between You and Cisco Systems, Inc. or its affiliates ("**Cisco**") and governs your Use of Cisco Software. **"You"** and **"Your"** means the individual or legal entity licensing the Software under this End User License Agreement ("EULA"). "**Use**" or "**Using**" means to download, install, activate, access or otherwise use the Software. "**Software**" means the Cisco computer programs and any Upgrades made available to You by an Approved Source and licensed to You by Cisco. "**Documentation**" is the Cisco user or technical manuals, training materials, specifications or other documentation applicable to the Software and made available to You by an Approved Source. "**Approved Source**" means (i) Cisco or (ii) the Cisco authorized reseller, distributor or systems integrator from whom you acquired the Software. "**Entitlement**" means the license detail; including license metric, duration, and quantity provided in a product ID (PID) published on Cisco's price list, claim certificate or right to use notification. "**Upgrades**" means all updates, upgrades, bug fixes, error corrections, enhancements and other modifications to the Software and backup copies thereof.

This agreement, any supplemental license terms and any specific product terms at www.cisco.com/go/softwareterms (collectively, the "**EULA**") govern Your Use of the Software.

1. **Acceptance of Terms. By Using the Software, You agree to be bound by the terms of the EULA. If you are entering into this EULA on behalf of an entity, you represent that you have authority to bind that entity. If you do not have such authority or you do not agree to the terms of the EULA, neither you nor the entity may Use the Software and it may be returned to the Approved Source for a refund within thirty (30) days of the date you acquired the Software or Cisco product. Your right to return and refund applies only if you are the original end user licensee of the Software**

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a. transfer, sublicense, or assign Your rights under this license to any other person or entity (except as expressly provided in Section 12 below), unless expressly authorized by Cisco in writing;

b. modify, adapt or create derivative works of the Software or Documentation;

c. reverse engineer, decompile, decrypt, disassemble or otherwise attempt to derive the source code for the Software, except as provided in Section 16 below;

d. make the functionality of the Software available to third parties, whether as an application service provider, or on a rental, service bureau, cloud service, hosted service, or other similar basis unless expressly authorized by Cisco in writing;

e. Use Software that is licensed for a specific device, whether physical or virtual, on another device, unless expressly authorized by Cisco in writing; or

f. remove, modify, or conceal any product identification, copyright, proprietary, intellectual property notices or other marks on or within the Software;

6. **Third Party Use of Software.** You may permit a third party to Use the Software licensed to You under this EULA if such Use is solely (i) on Your behalf, (ii) for Your internal operations, and (iii) in compliance with this EULA. You agree that you are liable for any breach of this EULA by that third party.

7. **Limited Warranty and Disclaimer**.

a. **Limited Warranty**. Cisco warrants that the Software will substantially conform to the applicable Documentation for the longer of (i) ninety (90) days following the date the Software is made available to You for your Use or (ii) as otherwise set forth at http://www.cisco.com/go/warranty. This warranty does not apply if the Software, Cisco product or any other equipment upon which the Software is authorized to be used: (i) has been altered, except by Cisco or its authorized representative, (ii) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Cisco, (iii) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence, or accident; (iv) is licensed for beta, evaluation, testing or demonstration purposes or other circumstances for which the Approved Source does not receive a payment of a purchase price or license fee; or (v) has not been provided by an Approved Source. Cisco will use commercially reasonable efforts to deliver to You Software free from any viruses, programs, or programming devices designed to modify, delete, damage or disable the Software or Your data.

b. **Exclusive Remedy**. At Cisco's option and expense, Cisco shall repair, replace, or cause the refund of the license fees paid for the non-conforming Software. This remedy is conditioned on You reporting the non-conformance in writing to Your Approved Source within the warranty period. The Approved

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Source may ask You to return the Software, the Cisco product, and/or Documentation as a condition of this remedy. This Section is Your exclusive remedy under the warranty.

c. **Disclaimer**.

Except as expressly set forth above, Cisco and its licensors provide Software "as is" and expressly disclaim all warranties, conditions or other terms, whether express, implied or statutory, including without limitation, warranties, conditions or other terms regarding merchantability, fitness for a particular purpose, design, condition, capacity, performance, title, and non-infringement. Cisco does not warrant that the Software will operate uninterrupted or error-free or that all errors will be corrected. In addition, Cisco does not warrant that the Software or any equipment, system or network on which the Software is used will be free of vulnerability to intrusion or attack.

8. **Limitations and Exclusions of Liability.** **In no event will Cisco or its licensors be liable for the following, regardless of the theory of liability or whether arising out of the use or inability to use the Software or otherwise, even if a party been advised of the possibility of such damages: (a) indirect, incidental, exemplary, special or consequential damages; (b) loss or corruption of data or interrupted or loss of business; or (c) loss of revenue, profits, goodwill or anticipated sales or savings. All liability of Cisco, its affiliates, officers, directors, employees, agents, suppliers and licensors collectively, to You, whether based in warranty, contract, tort (including negligence), or otherwise, shall not exceed the license fees paid by You to any Approved Source for the Software that gave rise to the claim. This limitation of liability for Software is cumulative and not per incident. Nothing in this Agreement limits or excludes any liability that cannot be limited or excluded under applicable law.**

9. **Upgrades and Additional Copies of Software**. Notwithstanding any other provision of this EULA, You are not permitted to Use Upgrades unless You, at the time of acquiring such Upgrade:

a. already hold a valid license to the original version of the Software, are in compliance with such license, and have paid the applicable fee for the Upgrade; and

b. limit Your Use of Upgrades or copies to Use on devices You own or lease; and

c. unless otherwise provided in the Documentation, make and Use additional copies *solely* for backup purposes, where backup is limited to archiving for restoration purposes.

10. **Audit.** During the license term for the Software and for a period of three (3) years after its expiration or termination, You will take reasonable steps to maintain complete and accurate records of Your use of the Software sufficient to verify compliance with this EULA. No more than once per twelve (12) month period, You will allow Cisco and its auditors the right to examine such records and any applicable books, systems (including Cisco product(s) or other equipment), and accounts, upon reasonable advanced notice, during Your normal business hours. If the audit discloses underpayment of license fees, You will pay such license fees plus the reasonable cost of the audit within thirty (30) days of receipt of written notice.

11. **Term and Termination.** This EULA shall remain effective until terminated or until the expiration of the applicable license or subscription term. You may terminate the EULA at any time by ceasing use of or destroying all copies of Software. This EULA will immediately terminate if You breach its terms, or if You fail to pay any portion of the applicable license fees and You fail to cure that payment breach within thirty (30) days of notice. Upon termination of this EULA, You shall destroy all copies of Software in Your possession or control.

12. **Transferability.** You may only transfer or assign these license rights to another person or entity in compliance with the current Cisco Relicensing/Transfer Policy. Any attempted transfer or, assignment not in compliance with the foregoing shall be void and of no effect.

13. **US Government End Users.** The Software and Documentation are "commercial items," as defined at Federal Acquisition Regulation ("FAR") (48 C.F.R.) 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212. Consistent with FAR 12.211 (Technical Data) and FAR 12.212 (Computer Software) and Defense Federal Acquisition Regulation Supplement ("DFAR") 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which this EULA may be incorporated, Government end users will acquire the Software and Documentation with only those rights set forth in this EULA. Any license provisions that are inconsistent with federal procurement regulations are not enforceable against the U.S. Government.

14. **Export.** Cisco Software, products, technology and services are subject to local and extraterritorial export control laws and regulations. You and Cisco each will comply with such laws and regulations governing use, export, re-export, and transfer of Software, products and technology and will obtain all required local and extraterritorial authorizations, permits or licenses. Specific export information may be found at: http://tools.cisco.com/legal/export/pepd/Search.do

15. **Survival**. Sections 4, 5, the warranty limitation in 7(a), 7(b) 7(c), 8, 10, 11, 13, 14, 15, 17 and 18 shall survive termination or expiration of this EULA.

16. **Interoperability**. To the extent required by applicable law, Cisco shall provide You with the interface information needed to achieve interoperability between the Software and another independently created program. Cisco will provide this interface information at Your written request after you pay Cisco's licensing fees (if any). You will keep this information in strict confidence and strictly follow any applicable terms and conditions upon which Cisco makes such information available.

17. **Governing Law, Jurisdiction and Venue**.

If You acquired the Software in a country or territory listed below, as determined by reference to the address on the purchase order the Approved Source accepted or, in the case of an Evaluation Product, the address where Product is shipped, this table identifies the law that governs the EULA (notwithstanding any conflict of laws provision) and the specific courts that have exclusive jurisdiction over any claim arising under this EULA.

Country or Territory	Governing Law	Jurisdiction and Venue
United States, Latin America or the Caribbean	State of California, United States of America	Federal District Court, Northern District of California or Superior Court of Santa Clara County, California
Canada	Province of Ontario, Canada	Courts of the Province of Ontario, Canada
Europe (excluding Italy), Middle East, Africa, Asia or Oceania (excluding Australia)	Laws of England	English Courts

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Japan	Laws of Japan	Tokyo District Court of Japan
Australia	Laws of the State of New South Wales	State and Federal Courts of New South Wales
Italy	Laws of Italy	Court of Milan
China	Laws of the People's Republic of China.	Hong Kong International Arbitration Center
All other countries or territories	State of California	State and Federal Courts of California

The parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods. In addition, no person who is not a party to the EULA shall be entitled to enforce or take the benefit of any of its terms under the Contracts (Rights of Third Parties) Act 1999. Regardless of the above governing law, either party may seek interim injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such party's intellectual property or proprietary rights.

18. **Integration.** If any portion of this EULA is found to be void or unenforceable, the remaining provisions of the EULA shall remain in full force and effect. Except as expressly stated or as expressly amended in a signed agreement, the EULA constitutes the entire agreement between the parties with respect to the license of the Software and supersedes any conflicting or additional terms contained in any purchase order or elsewhere, all of which terms are excluded. The parties agree that the English version of the EULA will govern in the event of a conflict between it and any version translated into another language.

Attachment 4 to AMI Order Document

– Neptune Warranty Terms –

2019 NTG warranty METER.pdf

2019 NTG warranty ENCODER.pdf

A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

Neptune T-10®, HP Turbine, TRU/FLO® Compound Cold Water Meters

1. TERMS OF LIMITED WARRANTY

With respect to its Neptune T-10®, HP TURBINE, TRU/FLO® Compound Water Meters (collectively the "Water Meters"), Neptune Technology Group Inc. ("Neptune") warrants the following on meters sold on or after 11/1/92:

The Water Meters will be, at the later of (i) the date of original purchase from Neptune or (ii) the date of original shipment from Neptune-authorized distributor of Water Meters (that later date is referred to as "the Date of Shipment") and will remain for a period of eighteen (18) months from the Date of Shipment, or twelve (12) months from date of installation, whichever comes first, free from manufacturing defects in workmanship and material.

(a) Maincase. The no-lead high copper alloy or Brass maincase of the Water Meters will be at the Date of Shipment free from manufacturing defects in workmanship and material for the life of the Water Meter.

(b) Frost Protection. All Neptune T-10 Cold Water Meters shipped with a synthetic polymer or cast-iron bottom cap will, commencing upon the Date of Shipment, be warranted against chamber damage for a period of ten (10) years.

(c) Registers. Standard, roll sealed registers of the Water Meters will be at the Date of Shipment, and shall remain for the following periods, free from manufacturing defects in workmanship and material for a period of ten (10) years. The ARB®, ProRead™ (ARB VI), E-CODER® (ARB VII), and ProCoder™ system registers are warranted for ten (10) years from Date of Shipment. All ProRead encoder receptacles shipped after January 1, 2001, shall be warranted for five years from the Date of Shipment. All other components and parts are covered under Neptune's standard one-year material and workmanship guarantee.

(d) Meter Accuracy for Neptune T-10. Neptune T-10 Meters and Neptune T-10 nutating disc chambers in TRU/FLO Compound Water Meters are warranted to meet or exceed, as listed herein, accuracy standards of the AWWA Standard C700-95 for a period of: (i) five (5) years from Date of Shipment for 5/8", 3/4" and 1" meters; (ii) for a period of two (2) years from the Date of Shipment for 1 1/2" and 2" meters; or (iii) the applicable registration shown below, whichever occurs first. Neptune further guarantees that the Neptune T-10 and Neptune T-10 nutating disc chambers in TRU/FLO Compound Water Meters will perform to at least Repaired Meter Accuracy Standards, according to AWWA Manual M-6 Chapter 5 (1999) Table 5.3 for an additional ten (10) years or the registration shown below, whichever occurs first.

SIZE	EXTENDED LOW FLOW ACCURACY	NEW METER ACCURACY	REPAIRED METER ACCURACY
⅝ & ⅝" x ¾"	⅛ US gpm @ 95% 5 years or 500,000 gallons	500,000 gallons	1,500,000 gallons
¾"	¼ US gpm @ 95% 5 years or 750,000 gallons	750,000 gallons	2,250,000 gallons
1"	⅜ US gpm @ 95% 5 years or 1,000,000 gallons	1,000,000 gallons	3,000,000 gallons
1 ½"	¾ US gpm@ 95% 2 years or 1,600,000 gallons	1,600,000 gallons	5,000,000 gallons
2"	1 US gpm @ 95% 2 years or 2,700,000 gallons	2,700,000 gallons	8,000,000 gallons

(e) Meter Accuracy for HP Turbine and TRU/FLO. The HP Turbine and TRU/FLO Compound Cold Water Meters will perform, for a period of one (1) year from the Date of Shipment, to American Water Works Association ("AWWA") accuracy standards for new water meters.

2. **WARRANTY RETURN**

If a Neptune Water Meter fails an accuracy test during an applicable warranty period, it may be returned to Neptune for repair or replacement at Neptune's option. An accuracy test shall be conducted by the customer according to AWWA standards. Any meter being returned for repair to Neptune under this performance guarantee must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet current AWWA standards, the customer will be charged a nominal testing fee by Neptune in such cases. Neptune will repair or replace the meter at Neptune's option after the meter has been tested by Neptune. Meters repaired or replaced under the performance guarantee will be guaranteed to perform to AWWA repaired meter accuracy standards.

3. **WARRANTIES ARE EXCLUSIVE**

The warranties set forth in this certificate of warranty are in lieu of any other warranty, guarantee, or representation, whether expressed or implied, including without limitation, the warranty of merchantability and the warranty of fitness for a particular purpose.

4. **DAMAGES LIMITED TO COSTS OF REPLACEMENT AND REPAIR**

If the Water Meter fails to meet the warranties set forth in Paragraph 1 of this Certificate of Warranty, Neptune, at its option shall, without charge of labor or materials, repair or replace the Water Meter or part thereof, provided that (a) the Water Meter is delivered to a Neptune representative, (b) the Water Meter is accompanied by a Return Material Authorization (RMA), and (c) all costs of delivery to Neptune are assumed by the purchaser of the Water Meter. Neptune's liability is limited to its costs of replacement and repair of the defective water meter. Damages resulting from miscalculation of water usage or lost revenue or profit are not recoverable from Neptune. It is the responsibility of the customer to periodically verify the operation and accuracy of its meters.

5. **WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS**

The warranties set forth in this Certificate of Warranty do not apply to any Water Meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the Water Meter's ability of performance, including but not limited to: misuse; improper handling, application or installation; excessive operating conditions; foreign materials in the water; aggressive water conditions; tampering or unauthorized repairs or modifications; accidental or intentional damage; acts of God. This Certificate of Warranty shall not apply if product is placed in non-recommended installation, is connected or altered by other than Neptune recommended procedures, is used with other than genuine Neptune meter registers and components, or read by equipment not approved or licensed by Neptune. Neptune makes no claims concerning operability and/or compatibility or third party reading systems. In addition, this Certificate of Warranty shall not apply if third party reading equipment is believed to have caused damage to the meter or register. In order to determine its liability, if any, under this Certificate of Warranty, Neptune shall have the right to inspect any Water Meter or part thereof that is claimed to be defective at Neptune or other location designated by Neptune.

NEPTUNE'S LIABILITY WITH RESPECT TO BREACHES OF THE FOREGOING LIMITED WARRANTY SHALL BE LIMITED AS STATED HEREIN. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACT OR OMISSIONS RELATING THERETO, AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

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A NEPTUNE TECHNOLOGY GROUP WARRANTY STATEMENT

ProRead™/E-CODER®/ProCoder™ Encoder

1. PRODUCTS COVERED

This warranty shall apply to the ProRead™ Absolute Encoder, E-CODER® Solid State Absolute Encoder Register, and ProCoder™ Absolute Encoder Register, hereinafter referred to as "Product", sold by Neptune Technology Group Inc. The warranty is extended only to utilities, municipalities, other commercial users, and authorized distributors, hereinafter referred to as "Customer", and does NOT apply to consumers.

2. MATERIALS AND WORKMANSHIP

Neptune Technology Group Inc. ("Neptune") warrants that the product shall be free from defects in manufacture and design for a period of ten (10) years from the date of shipment (such period being the "Warranty Period") when installed, serviced and operated according to Neptune's instructions. Neptune shall not be responsible for any defects in the product (whether due to design, materials, manufacture, or otherwise) which manifest themselves after the expiration of the Warranty Period. Neptune will repair or replace a non-performing product free of charge for ten (10) years.

3. WARRANTIES ARE INAPPLICABLE UNDER CERTAIN CONDITIONS.

This warranty does not include field replacement labor or materials costs, which are the responsibility of the Customer. This warranty does not apply if product is placed in non-recommended installations; may have been repaired with parts not recommended by Neptune; is converted, altered or connected by other than Neptune recommended procedures; is used with other than genuine Neptune components or read by equipment not approved or licensed by Neptune; or damaged due to improper care or maintenance, or improper periodic testing (please refer to Encoder Quick Install Guide). This warranty does not apply to any Product that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the Product's ability of performance, including but not limited to; misuse; improper handling; application or installation; excessive operating conditions; tampering or unauthorized repairs and modifications; accidental or intentional damage; or acts of God. In no event shall Neptune be liable for special, incidental, indirect or consequential damages, including, without limitation, lost revenue.

THE ABOVE WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY NEPTUNE WITH RESPECT TO THE PRODUCT. ALL OTHER WARRANTIES, CONDITIONS, TERMS, REPRESENTATIONS, OR OTHER LEGALLY OPERATIVE PROVISIONS CONCERNING THE PRODUCT ARE HEREBY EXPRESSLY EXCLUDED. INCLUDING WITHOUT LIMITATION, ANY WARRANTY, CONDITION, TERM, AND REPRESENTATION OR OTHER LEGALLY OPERATIVE PROVISION AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS PARAGRAPH IS EXPRESSLY INTENDED TO EXCLUDE FROM THIS CONTRACT ALL STATUTORY AND COMMON LAW WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY LAW. TO AVOID ANY AMBIGUITY OR MISUNDERSTANDING, ALL PROBLEMS ARISING WITH THE PRODUCT AFTER THIS POINT ARE CUSTOMER'S RESPONSIBILITY. NEPTUNE'S LIABILITY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE. NEPTUNE SHALL NOT BE SUBJECT TO AND DISCLAIMS THE FOLLOWING: (1) ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR OF WARRANTY; (2) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO PRODUCTS SOLD OR SERVICES RENDERED BY NEPTUNE, OR ANY UNDERTAKINGS, ACTS, OR OMISSIONS RELATING THERETO; AND (3) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL, MULTIPLE, EXEMPLARY, AND PUNITIVE DAMAGES WHATSOEVER.

Encoder Compatibility Guarantee
Automatic Reading and Billing (ARB®) System (ARB V, ProRead, E-CODER, and ProCoder)
With the purchase of the ARB encoder metering system, Neptune will provide the assurance that the ARB System purchased today can be expanded from reading with Neptune handheld devices to reading with Neptune mobile products and fixed network systems.

4. GUARANTEE OF COMPATIBILITY.
The Pocket ProReader RF, Advantage Probe, R900®, E-CODER®)R900i ™, ProCoder)R900i, DAP handhelds (PC9300, 9800 & CE5320B) and Neptune mobile systems are designed and built by Neptune. This guarantees the utility compatibility between these systems and the ARB encoder registers.

For Probed Reads: When reading ARB encoders with the Pocket ProReader RF, Advantage Probe, or DAP handhelds (PC9300, 9800 and CE5320B), Neptune guarantees that the meter reading obtained will match the mechanical odometer reading.

For RF Reads: When reading ARB encoders connected to an R900 where the R900 reads a ProRead or ARB V encoder hourly, or in the case of E-CODER or ProCoder where the R900 reads the E-CODER or ProCoder every 15 minutes, Neptune guarantees the encoder reading and the remote reading will match upon manual activation of the R900 with a magnet to force an immediate read and transmission. In the event of the E-CODER)R900i or ProCoder)R900i where the R900 transmission is updated every 15 minutes, Neptune will guarantee the encoder reading and remote reading to match upon this update.

Damage Guarantee
The Pocket ProReader RF, Advantage Probe, R900, E-CODER)R900i, ProCoder)R900i, DAP handhelds (PC9300 & 9800, CE5320B) and Neptune mobile systems are warranted against causing damage to any ARB encoder register during interrogation. If it is found that the Pocket ProReader RF, Advantage Probe, R900, DAP handhelds (PC9300 & 9800, CE5320B) or Neptune mobile systems caused damage to an ARB encoder register during interrogation, Neptune will either repair or replace the register at no charge to the utility.
If there are any questions concerning this Meter & Reading Information Systems Guarantee, please write to: Manager of Consumer Relations, Neptune Technology Group Inc., 1600 Alabama Hwy. 229, Tallassee, Alabama 36078.

If a Neptune water meter fails an accuracy test during an applicable warranty period, it may be returned to Neptune for repair or replacement at Neptune's option. An accuracy test shall be conducted by the customer according to AWWA standards. If foreign material causes the meter not to perform appropriately, all such materials shall be removed prior to the customer conducting the test. Any meter being returned for repair to Neptune under this performance guarantee must be returned with a copy of the customer's test results. If the meter is returned to Neptune without a copy of the test results or if Neptune's factory test shows the meter to meet current AWWA standards, the customer will be charged a nominal testing fee by Neptune in such cases. Neptune will repair or replace the meter at Neptune's option after the meter has been tested by Neptune. Meters repaired or replaced under the performance guarantee will be guaranteed to perform to AWWA repaired meter accuracy standards. This guarantee is void if components have not been maintained or installed according to Neptune installation and maintenance guidelines, or are otherwise damaged or defective. The accuracy guarantee will not apply where a properly formatted electronic

meter reading cannot be obtained on six digit encoders. The last digit will be displayed only as a zero (0) or five (5) when read remotely. As part of the encoder technology, the electronic reading from the R900 is guaranteed to match the reading on the encoder register upon manual activation of the R900 with a magnet to force an immediate read and transmission (one per hour). System damage as a result of vandalism or acts of God are not covered. Additional warranties may also apply to individual system components. Neptune's liability with respect to breaches of the foregoing warranty shall be limited as stated herein. Neptune's liability shall in no event exceed the purchase price. Neptune shall not be subject to and disclaims the following: (1) any other obligations or liabilities arising out of breach of contract or of warranty; (2) any obligations whatsoever arising from tort claims (including negligence and strict liability) or arising under other theories of law with respect to products sold or services rendered by Neptune, or any undertakings, acts, or omissions relating thereto; and (3) all consequential, incidental, special, multiple, exemplary, and punitive damages whatsoever.

THE WARRANTIES SET FORTH HEREIN ARE IN LIEU OF AND EXCLUDE ALL OTHER WARRANTIES, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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3. During the Schedule Phase, the Contractor will utilize and send, at a minimum the following notifications:

    - 45-day notification (letter or postcard) to set customer expectations
    - 10-day notice - prior to the commencement of installation on a cycle, the Contractor shall send color printed notices to customers and owners of property on that book indicating the dates when installations will occur. The material must include the Contractor Call Center phone number and website for customer scheduling.
    - Direct phone calls to confirm or reschedule meter
    - Door tag left at customer premise after a successful upgrade
    - Door tag left at the customer premise in the event of an unsuccessful upgrade.

Describe

Describe how your customer outreach will offer simple, clear, and informative scheduling messages for the following customer types:

(1) Indoor water meter account

a. Two important notes regarding the indoor meter customers are:

a. After three missed scheduled appointments (recorded by contractor), the account will be turned over to the City for resolution
b. The City will provide the customer addresses with known indoor meters, and current meter reader routes are provided in Attachment 7.

(2) Outdoor water meter accounts
(3) Commercial and Industrial water meter accounts

a. For the approximately 9,400 commercial and industrial customers, the sequence of channels will be consistent with the above classification of in-door vs outdoor meter. However, the language in the "45-day and 10- day notifications will be customized to address the nature of commercial customers.

(4) Describe how the various customer communications will be recorded and/or logged electronically. The City shall have access to view these records throughout the project.

Itron will utilize its subcontractor, Tribus, for field installation of the endpoints. Tribus will work to complete work in the way that is most convenient for customers. They use a combination of appointments, canvas attempts, and cold-calls (knocking if already in the

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area). All attempts and phone calls are documented and tracked to ensure that every effort is made to complete the work. Appointments will be scheduled in two-hour windows and customers are immediately notified by phone if an installer is delayed.

Many of their projects require appointment setting in conjunction with accessing meters, especially in cases where a high percentage of meters are located inside premises necessitating property access.

Customer Access
Itron/Tribus recommends a three-attempt process for customer contact. Aside from cold call calling and door hangers, our Call Center will attempt to contact the customers to make an appointment.

As part of Tribus' standard operating procedures, each employee will attempt to contact the customer by knocking on the door and introducing him / herself as an installation contractor for Fort Wayne City Utilities. If there is no answer at the door and the meter is outside, the Tribus employee will proceed with the installation. If the meter is inaccessible and access is required, the Tribus employee will initiate our standard "Three attempt process".

Three Attempt Process
There are three types of scheduling attempts with each type initiated at least two times.

- **Field attempt number one:** a field installer will physically visit the premise targeted for installation. If work on the meter cannot be completed due to meter issues such as unsafe conditions, obstruction to access, etc., Tribus will contact the City for resolution.
- **Written attempt number one:** if the meter is inaccessible, a door hanger will be left in a location accessible to the customer but not readily visible from the street.
- **Field attempt number two:** on another occasion, the field installer will re-visit the premise in an attempt to complete the required work.
- **Written attempt number two:** if the meter is still inaccessible, the installer will leave another door hanger.
- **Phone calls (up to two attempts):** Following the second inaccessible field attempt, Tribus will call the customer to set an appointment.

Tribus documents customer contacts and meter access attempts and can make this information available to the City. If field and scheduling attempts are not successful, Tribus will turn the account over to the City. Such accounts will be declared as Set-Aside or Unable to Complete (UTC).

14.3 Inconvenience Recovery Campaign

The city acknowledges that mistakes will be made and customers will be inconvenienced through a loss of time and/or property due to either installation damage, performance

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malfunctions, or their bill. Regardless of the source of inconvenience, the Contractor (with City oversight) must manage the customer messaging in response to such events.

Typical damage estimates will be developed by the Utility. If damage is incurred to water systems that are privately owned, a standard cost will be applied to the customer bill. If property damage is incurred that is not part of the water system, then the Contractor will incur the costs. A dispute process will be established by the Utility.

Furthermore, in the installation process, some homes may have infrastructure that is either in-accessible or at a high risk of being damaged during the meter replacement. In these cases (to be explicitly defined in the contract), the Contractor must inform the City and arrive at a mutual determination of how to proceed. The liability for property losses resulting from damage will be assumed by the Contractor is negligence occurs or mutually agreed upon procedures are not followed.

Understood. Itron requests final provisions for this time of recovery be mutually agreed upon during contract negotiations.

15.0 TRAINING

15.1 Training Curriculum

Requirements

1. **The training on operation of the AMI system shall not occur until after the software has been installed and the billing interface file has been written, tested, and is working successfully to transfer meter reading data to the billing system.**

Itron's standard approach to training begins at the start of the project with solutions capability overview. Training continues throughout the project as Itron resources work with FWCU's resources by following our standard project methodology. Itron will provide FWCU with formal training required to properly test the billing interface and continue with delivering applicable training prior to additional testing.

2. **The Contractor shall provide thorough training and specify teaching method and duration for each training sessions:**

    a. **All aspects of the AMI system's operation, including obtaining reads and consumption data from the system; transferring reads and other information between the AMI system and the billing system; creating, analyzing, and customizing performance reports; diagnosing potential problems with system components; and changing or adding customer accounts/endpoints/ meters to the system, for a minimum of 5 City employees or agents.**

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b. **Field installation, for a minimum of 20 City employees or agents.**
c. **Field diagnostics and maintenance, for a minimum of 5 City employees or agents.**
d. **Customer Service and related departments training on the AMI software, for a minimum of 40 City employees or agents.**
e. **Collector and repeater field maintenance and repair/replacement for a minimum of 5 City employees or agents.**
f. **The training shall cover all users with varying authorization levels and capabilities. Additionally, all aspects of that operator customization must be available (what screens they have access to, what data they can change, etc.).**
g. **All training shall be conducted by experienced instructors at the City facilities in Fort Wayne, Indiana. The training shall be coordinated with the City in accordance with a mutually agreed upon schedule.**
h. **A minimum of two training courses for customer service staff shall be held during regular business hours.**
i. **The Contractor shall include an option for follow-up training within the first year of deployment.**

Itron includes comprehensive training and technical support with all new systems. The training begins with an overview of the AMI product which includes a high level overview of AMI system software. Our goal is to ensure that all users are knowledgeable and prepared to perform their functions.

The target audience includes field personnel, office personnel, IT staff, system administrators and customer service personnel. Training is conducted onsite at the utility facilities. Training instructors have many years of implementation and training experience and are typically the same individuals used to install the system.

Training will be performed to ensure that users have appropriate knowledge to install and operate the Itron OpenWay Riva solution. Per the RFP requirements, Itron can include training for all levels requested. A Train the Trainer option is available to lower training costs if desired.

Itron has included an option for follow-up training as requested.

15.2 Location

Requirements

1. **All training shall be done at City offices and facilities, or in the field in the City's service territory.**

Comply

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15.3 Testing

Requirements

1. **The Contractor's training shall include evaluation of trainees to ensure that they have learned the course content and can perform all necessary functions on the system.**
2. **The Contractor shall notify the City of any employees who fail this evaluation, and provide them additional training as required.**
3. **The Contractor shall repeat a training session at no additional cost to the City if a majority of the trainees have not attained the skills from the training session or fail the evaluation at the end of the training.**

Practical testing will occur during classroom training in order to ensure that participants understand the course concepts. Observation of employees who are not grasping concepts will be shared with FWCU, and additional training will be offered to these individuals as required.

15.4 Training Objectives and Outline

Requirements

1. **The Contractor shall provide a detailed outline of each training session's objectives and content at least 2 weeks prior to the training session to the City for review.**

Comply

15.5 Training Aids

Requirements

1. **The Contractor shall provide trainees' workbooks, training aids (including software and video), and system technical manuals prior to or during the training session at no additional cost.**

Itron will provide all required training materials electronically. Training materials typically consist of the following:

» Training Curriculum—Materials used to illustrate points and structure the learning

» Training Exercises—Exercises that follow the lessons identified in the Training Manual—Exercises can be quizzes, hands-on activities, and case studies.

» User Guide (on-line help)—All Itron products come with thorough user documentation.

Practical testing will occur during classroom training in order to ensure that participants understand the course concepts.

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15.6 Restore Equipment

Requirements

1. **The Contractor shall restore, repair, or replace any City equipment damaged in training, and restore any hardware or software modified in training.**

Comply

15.7 Instructors

Requirements

1. **The Contractor shall provide trained and experienced instructor(s), and ensure that they do not perform other duties during the training period that will interrupt instruction.**
2. **The Instructor will provide a checklist to trainees to evaluate presentation of course materials for effective feedback to the City.**

Itron will dedicate experienced instructors for all training sessions. Instructors will provide trainees the opportunity to evaluate the training and course material following the training sessions.

15.8 Prerequisite to Installation

Requirements

1. **The Contractor must provide prerequisite training to City staff/installer contractor prior to the commencement of installations. There will be no installations permitted until after the City's staff is properly trained.**

Comply

Describe

1. **Briefly describe typical prerequisite training topics and time allotments for training utility staff on the installation, operations and maintenance of your AMI system.**

Training courses do not have prerequisites; each training is tailored for the participants' job functions.

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16. AMI SYSTEM SUPPORT

16.1 Initial Support Period

Requirement

1. **The Contractor should provide onsite support during the installation period at no additional cost to the City beyond the annual component and software maintenance fees.**

During the deployment phase of the project Itron personnel will be onsite to provide technical support. Itron will include a dedicated project manager who is also an available onsite resource.

16.2 Extended Support Period

Requirements

1. **The Contractor should provide telephone and onsite support for 20 years from the date on which the Contractor completes full-scale installation.**

Itron is proposing a SaaS solution which includes software maintenance support in the annual fee. The SaaS agreement is renewed on at least an annual basis. The CGRs are covered by Cisco support which provides a five year warranty and support services. Please refer to the agreements included in Appendix 4 for more information.

Itron will provide support for the life of the product.

2. **The Contractor shall include in this proposal a schedule of support costs, terms, and conditions.**

Please refer to the Maintenance & Support Addendum to Itron's Master Sales Agreement included in Appendix 4. Pricing has been included in *Tab 7 – Fee Submittal*.

3. **Support shall be renewed at the City's discretion on an annual basis.**

Comply

Describe

1. **Indicate the number of staff currently working in the customer support center/department that could assist the City with resolving issues.**
2. **Where are these staff members located?**

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Itron Technical Support Services (TSS) has 75 dedicated resources to respond to technical questions or requests from Itron customers. There are two primary TSS locations in North America, Liberty Lake, WA and Raleigh, NC.

16.3 Telephone Support

Requirements

1. **The Contractor shall provide trained persons to answer technical questions and guide City employees through the use or diagnosis of the system through a toll-free number.**

Comply

2. **After business hours technical support shall be available, with after business hours telephone number(s) available as needed.**

After business hours support is available for Severity Level 1 issues as defined in Itron's support agreement.

Describe

1. **Indicate telephone support hours proposed.**

Technical Support Services is staffed from 5:00 a.m. through 5:00 p.m. Pacific time, Monday through Friday. Customers experiencing a critical service issue outside of Technical Support Services staffing hours may page an after-hours staff member on standby.

2. **What is the provision for support outside the telephone support hours?**

After business hours support is available for Severity Level 1 issues as defined in Itron's support agreement. Also, Itron customers can receive support at any time through Itron Access. Itron Access is a single sign-on portal dedicated to providing our customers and partners with a wealth of information at your fingertips. LWC will find new software release notes on enhancements, access downloadable releases, access to technical news and information, including our knowledge base of frequently asked questions (FAQs) and detailed product information such as installation guides, tutorials, and software downloads. Additionally, customers may initiate and track product service requests (SR) using the self-service online portal.

3. **Indicate proposed provisions for support.**

Itron customers can obtain assistance on almost any issue through Itron's Technical Support Services (TSS) group. Support services include system operator assistance, troubleshooting,

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sales order inquiries, service questions, etc. Calls are routed by system type so they can be immediately directed to personnel trained on the customer's specific system. Itron's goal is to resolve reported problems during the first telephone call.

For calls that require additional assistance, Itron's System Support personnel act as a "second tier" of resources. They investigate and resolve issues that require effort outside of the Help Desk. In those cases where an issue requires a higher level of technical support, Itron Customer Support personnel will coordinate and track support until resolution.

4. **Describe the Contractor's current support operations (number of persons, location, hours, etc.) and any planned additions as a result of this project.**

Itron Technical Support Services (TSS) has 75 dedicated resources to respond to technical questions or requests from Itron customers. There are two primary TSS locations in North America, Liberty Lake, WA and Raleigh, NC. Customers have access to TSS resources via telephone – 1.877.487.6602, email – support@itron.com, and web submittal – http://support.itron.com, for assistance in resolving customer issues. All issues are logged in our call tracking system (Salesforce.com) for accuracy, metrics, accountability, and closure of customer issues.

Additional resources will not be needed for FWCU's project.

16.4 Support Service Level Agreement (SLA)

Requirements

1. **The Contractor shall provide a table by urgency level indicating the maximum permissible response time (in hours) using a 24 hours day**

Describe

1. **Define the levels of urgency**
2. **Provide examples of each level applicable to this project.**
3. **Define what action is required by FWCU to initiate the support request.**

Please refer to the Managed Services Addendum to Itron's Master Sales Agreement for details. Section 11. Incident Response Performance Levels provides basic definitions, severity level definitions and examples. See excerpt below:

11.2 Issue Severity Level Definition and Examples.

11.2.1 "Severity Level 1." Critical Business Impact / System Down: An issue for which there is no work-around, which causes the Product / Software Applications or a critical business function / process of the Itron system to be unavailable. System use and operation cannot continue.

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Severity 1 issue levels must be reported by phone to initiate the Severity 1 response process. Service Requests initiated by email or web interface are logged as a Severity 3 until reviewed by Itron Technical Support Services and validated as a higher priority.

11.2.2. "Severity Level 2." Moderate Business Impact / Degraded Operation: An issue other than a Severity Level 1 issue, for which there is no work-around, which limits access or use of the software or a business function, causing the system to miss required business interface or deadlines. The system remains available for operations but in a restricted fashion.

Severity 2 issue levels must be reported by phone to initiate the Severity 2 response process. Service Requests initiated by email or web interface are logged as a Severity 3 until reviewed by Itron Technical Support Services and validated as a higher priority.

11.2.3. "Severity Level 3." Minor Business Impact / Compromised Operation: An issue other than a Severity Level 1 or Severity Level 2 Error that has an inconvenient use of or access to a software function. (e.g., a feature is not working as documented but a work-around is available and significant business functions are not materially impaired).

11.2.4. Normal Inquiry. A request for information that is not issue related. This category includes requests for future feature/functionality and information about the Managed Services platform and applications that may not be included in the current configuration available to Customer.

11.3. Issue Itron will use reasonable efforts to meet recognition, notification, and escalation targets.

	Targets		
Severity	***Tier1 Recognition***	***Customer Notification***	***T2 Escalation***
1	30 minutes	Immediately on recognition	One hour
2	8 hours	After eight (8) business hours being unresolved	17 business hours (8-5)
3	24 hours (At next daily report or check)	Within three (3) business days	As required
Normal Inquiry	24-48 hours for acknowledgement of inquiry	NA	NA

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16.5 Onsite Support

Requirements

1. **The Contractor shall be required to provide onsite assistance at the request of the City.**

Itron can dispatch field support should the situation warrant it and remote support proves to be insufficient to resolve the reported issue. Typically, situations can be resolved without the need for an on-site visit.

2. **Onsite support shall include emergency service with a response time of 24 hours (on-call), as well as recurring work to perform preventative maintenance for the collection system.**

Once agreement is made that onsite support is required, Itron will provide best efforts to meet the one business day timeline depending on time and travel conditions.

17.0 PROJECT MANAGEMENT & INSTALLATIONS

17.1 Installation and Project Schedule

Requirements

1. **The City and the Contractor shall establish an overall schedule for installation of the entire project. Contractor shall work with the City to perform installations that do not conflict with existing billing operations.**

    a. **On the first work day of each week, the Contractor will provide the City an updated schedule of where work is planned for the next 3 weeks.**
    b. **Contractor will work with the City to schedule blackout windows. The City will require an approximate 5 day-blackout window per billing area, where installations will not be permitted to occur for each route.**
    c. **Contractor shall submit a proposed detailed schedule, including the number of monthly installation, monthly number of installers, implementation and project management staff on site, and additional resources require for the successful completion of the project.**

Comply

2. **If issues and plumbing repairs begin to occur during the normal changeout process the City may elect to throttle the number of daily installation until the backlog of issues is minimal.**

Comply

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Describe

1. **Provide the proposed schedule with installations starting in 2020, extending for no longer than 24 months. The rate of installation will be determined by the contractor's ability to satisfactorily meet key performance indicators (KPI) that include customer complaints and utility satisfaction and monitored by the Utility designated project manager.**
2. **Provide proposed milestones associated with the schedule (the demonstration, or slow-start period is to be concluded in 2019, and the full meter deployment schedule is to start after January 1, 2020).**

Please refer to the overall preliminary project plan included in *Tab 4 – Technical Approach*. Itron will provide a mutually agreed upon final project schedule during contract negotiations which will include the installation schedule. Itron/Tribus will provide an installation schedule prior to commencing full deployment.

17.2 The Project Manager & Team

Requirements

1. **The City will designate an employee or agent who will manage the project on behalf of the City. The function of this Project Manager is to coordinate with the Contractor and promote compliance by the provider with the specifications. The designation of a Project Manager shall not relieve the Contractor of its full responsibility to comply with the terms of the Contract and/or all plans and specifications.**

Comply

2. **If key proposed staff (such as the Project Manager or Implementation Manager) are not available at the time of Notice to Proceed the Contractor shall be required to submit alternative resources with similar or better qualifications for review and approval by the City.**

Comply

Describe

1. **Indicate the proposed Contractor Project Manager and key supporting team members.**

Itron's basic project team is illustrated in the organization chart below. This core project team typically includes five members. In addition to the core team, Itron's Project Manager has access to any required resources within Itron needed for successful completion of the

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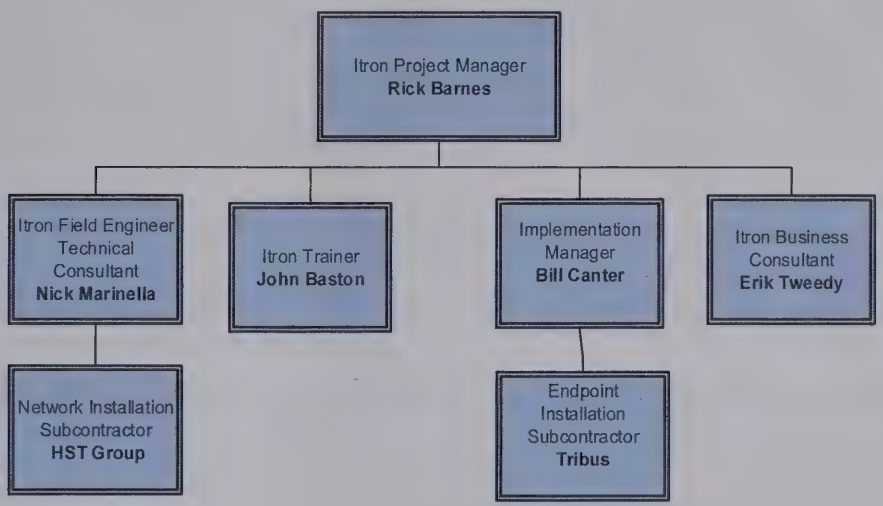
project. Brief resumes are attached for the team members named in the chart below. Some personnel may be subject to change based on the project start dates and scheduling. All personnel assigned to the project will be experienced and highly qualified for their role.



2. **Include resumes and/or experience summaries for the Project Manager and key supporting team members.**

Resumes for Itron personnel are included in Appendix 3 of this proposal. Tribus will provide project management of the meter installation part of the project with oversight from Itron. The Tribus team includes an overall Project Manager who will be dedicated to the project through to completion. The Project Manager will be supported by Tribus' Corporate Services team which includes seasoned utility experience, quality assurance personnel, training, supervisory, and administrative personnel.

Each member of Tribus' Project Team has been selected because they have the skills and experience to ensure that the City's meter installation project objectives are achieved safely and accurately, on-time and on-budget.

3. **Indicate the proposed number of hours by month (for the duration of the project) the Project Manager and key supporting team members (installation leads, interface development, network rollout, etc.) will be onsite and remotely working on the Project for the duration.**

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Itron will provide a monthly breakdown as requested upon selection and dependent upon which installation method (indoor vs. remote to exterior) is selected. The typical duties, hours and availability are described below.

Project Manager – Provides project schedule for software and network installation, workshops, testing, training and transition. The Project Manager (PM) will be responsible for managing project resources and coordinating schedules to ensure all resources are available when needed. The PM will ensure that all reporting is being coordinated and produced in a timely manner. Project Manager will also interface with FWCU's project manager to ensure both parties' schedules are in synch. Project Manager will be available throughout the project.

Field Engineer – Provides expertise in RF troubleshooting and product installation. This individual will inspect proposed sites for network hardware, troubleshoot any issues discovered with network hardware, and program network hardware. Resource available throughout network installation and testing.

Technical Consultant – Provides knowledge and support during integration development from CIS, or third party systems, into the network software. This individual will be available during integration development, testing, and transition. Provides software expertise as a part of focus classes to educate end users on the administrative, and day to day operations of the system. This individual will be available during scheduled training sessions and upon request for additional training classes.

Implementation Manager – Provides overall Itron project delivery management as it relates to the endpoint deployment support, including securing and scheduling project resources, managing the installation schedule, change order process and installation reporting. Acts as the contract manager; responsible for endpoint deliveries, shipping logistics, incoming inspection coordination, RMA logistics and endpoint acceptance. Implementation Manager is available throughout the project.

Business Consultant – Provides business and solution expertise. The Business Consultant is responsible for defining the solution interfaces, test scenarios, business cases, and providing product knowledge during the definition and design phases of the project. A Business Consultant will be available during software installation, workshops, integration, and transition. Assists Technical Consultant with training.

17.3 Procedures Approval

Requirements

1. **The Contractor shall provide detailed installation procedures to the City. The procedures should be designed to optimize the work of the field installers and all other staff working on the project.**

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2. **The Contractor shall take and submit the following photos: (Note these photos can be submitted on a disc or ftp site, or other proposed electronic form)**

    a. **Entire meter set upon arrival.**
    b. **The customer address and new endpoint serial number for QC**
    c. **Close up of the existing meter with register read.**
    d. **New meter and ERT together side by side. (does not need to be installed)**
    e. **Entire meter set after installation.**
    f. **A screen shot of the customers signature.**

Itron/Tribus will provide detailed installation procedures to FWCU upon notice of award. Image capture is a standard component of the installation process.

17.4 Proof of Concept

Requirements

1. **Prior to the commencement of full-scale installation, the Contractor shall install endpoints on one of the City's routes (or multiple routes) (comprised of approximately 500 to 1,000 meters) following the Contractor's proposed procedures. During this estimated four (4) month test, the City and the Contractor shall evaluate the procedures for public notification, scheduling installations, meter and endpoint installation, data transfer to the City's billing system, meter reading over the system, installation data management, and problem resolution, to ensure they are working and effective. The City may require the Contractor to modify any procedures that it deems are deficient or ineffective or otherwise unacceptable to the City. No work will be started on other routes until the AMI system equipment is determined to be working to performance requirements on the test route, the project control procedures and systems are determined to be performing accurately, and the installation procedures have been approved by the City.**

Itron acknowledges the City's Proof of Concept requirements and will comply. Many of our project follow a similar POC structure prior to commencing full deployment.

17.5 Field Deployment Software

Describe

1. **Indicate and describe the proposed field deployment software including an overview, screenshots, and system capabilities to view work order both on mobile applications and pc-based applications. Vacant meters, which are currently read by the Utility will need be converted to AMI.**

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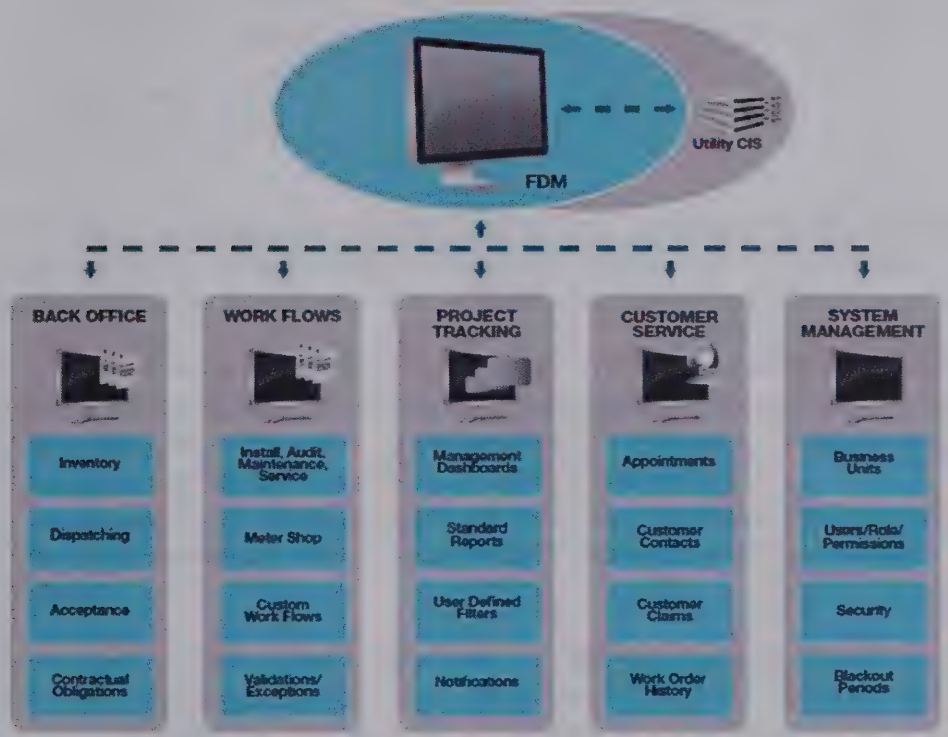
Field Deployment Manager (FDM) is Itron's premier solution for managing the installation of endpoints, meters and network equipment in support of advanced metering reading (AMR) and advanced metering infrastructure (AMI) deployments. Whether used by company or subcontractor personnel, FDM streamlines the management, installation and delivery of equipment, while validating the accuracy of field work.



Field Deployment Manager Overview

Itron's installers will use our FDM field installation software. FDM uses workflows to support best practices in deployment management. Workflows guide the installer step-by-step through the installation process, ensuring that appropriate data is collected along the way.

Work order exceptions can trigger the installer to re-key a manual entry or verify conditions in the field. Work order exceptions include duplicate endpoint, duplicate meter number, mismatch meter number, mismatch meter type, and high or low meter reading value. Exceptions may be categorized and assigned severity levels to help ensure that they are reviewed and corrected before data is delivered to the utility CIS.

A workflow is a sequence of screens that Field Deployment Manager displays to guide a field service rep through the steps necessary to complete a work order. FDM has a collection of standard workflows for reading and programming Itron meter modules

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(endpoints) and for modifying and configuring features that are specific to particular endpoint types.

Upon completion of the installation, the field tech will verify the register values match the value being transmitted and complete the installation in Field Deployment Manager (FDM). At the end of the day a host upload or to host file will be provided to FWCU with account #, meter #, ERT ID, address, and the out / in reading values for billing as well as any other data FWCU has requested Itron to gather. This will complete the installation work order process.

17.6 Installation Sequencing

Requirements

1. **The Contractor shall conduct installations by book, or group of books. Book groups should be based on geographic proximity and logistics, and neighborhoods to be determined by the City in discussion with the Contractor. In addition;**

    a. **Contractor must notify the City of any service address scheduled for a meter replacement or register upgrade does not have a meter or has some other means of water conveyance. This includes, straight pipes, flexible piping, hoses, or any device where the meter is to be located.**
    b. **If a service does not have a meter but it has water available on the supply line, then the Contractor shall not proceed until obtaining authorization from the City.**

2. **The City will retain the right to prioritize other areas, or to reorganize priorities, both before the program begins, and during the program. Unless approved in writing by the City, the Contractor shall complete at least 90 percent of the installations in one release, or group of routes before commencing installation on the next release. Exceptions to the requirement to complete an installation may be granted by the City. For example, a property that is vacant or abandoned, has no meter or no existing standard connections for a meter, has piping or plumbing deteriorated or in fragile condition, may be excluded by the City from the properties that must be upgraded. These will be treated as if they had not been assigned when computing the percentage of assigned properties completed.**

3. **Meters with Clark yokes will not be excluded from the required work for the Contractor. However, the Contractor will only be permitted to complete a limited number of these per day to avoid a potential backlog of work for the City.**

Comply

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17.7 Work Hours

Requirements

1. **The Contractor shall propose normal work hours, which must be approved by the City. Indicate the number of crews proposed for all installation periods, including evening and weekend times.**
2. **No Clark yokes shall be replaced on weekends or evenings.**

Itron/Tribus Field Installers' typical schedule is from 8:00 am to 5:00 pm Monday through Friday. Special off-hour and weekend installations can be made available to accommodate FWCU's customers reasonable requests.

17.8 Daily Reports

Requirements

1. **A listing of all installation locations to be visited by the Contractor's installers each day shall be electronically transmitted to the City each work day by INSERT FOR FT WAYNE. At the end of each day the Contractor shall electronically transmit to the City information on work performed in a City- approved file format.**

Itron/Tribus acknowledges the City's requirements for daily reporting and will comply. Many of our projects regularly require detailed daily and weekly project status reports, which include productivity tracking down to the individual installer level.

17.9 Weekly Reports

Requirements

1. **On a weekly basis at a minimum, the Contractor must submit an electronic list (in MS Excel) of installations completed to date, including key fields such as address, date, installer, serial numbers (of devices found and installed), and other fields to be specified by the City during the planning stage.**

Comply

17.10 Installation Timeline

Requirements

1. **The City anticipates commencing implementation after the proof of concept by January 2020.**
2. **The City requires that implementation be complete before 2022.**

Comply

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17.11 Landscape Damage Including Grass or Shrubbery

Requirements

1. **If grass or shrubbery is damaged by the installation process, the Contractor must repair the damage to the original condition to the satisfaction of the customer by replanting, resodding, or reseeding. The Contractor must provide a photograph of this repair work (before and after).**
2. **The Contractor is responsible for any required traffic control. The work must comply with all appropriate traffic safety regulations.**
3. **The City reserves the right to inspect any installation and cleanup work within 30 days before payment is made to the Contractor. The City reserves the right to inspect any installation and cleanup work within 90 days after installation in response to customer complaints of damage.**
4. **The Contractor shall be responsible for claims resulting from damage caused by installation.**

Itron/Tribus will comply with this requirement. Any damage which is found to be directly caused by the water meter exchange performed by Tribus Field Installers will be resolved by Tribus. In addition, Field Installers are trained to perform site housekeeping so that the customer's property is restored to the same or better condition than it was found in.

17.12 Meter Boxes & Lids

Requirements

1. **The Contractor shall supply a complete solution including replacement of meter vault lids when required.**
2. **Meter vaults/lids in traffic settings shall include a traffic rated solutions applicable to the location.**

Understood

17.13 Concrete/Asphalt Pavement Repair/Patching

Requirements

1. **Where a meter box being replaced is located within a driveway, sidewalk, pavement or other similar areas, the replacement of the meter box and surface restoration may require additional effort to restore surface. The Contractor shall inform the City when these situations are encountered and the additional effort will be handled as Additional Services as defined in the Payment Section.**

Comply

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17.14 24-Hour Customer Support Period

Requirements

1. **For 90 days after the City was notified of a given installation, the Contractor must respond to calls from the customer associated with that installation or the City concerning leaks, loss of service, low pressure, and other problems associated with installation on a 24-hour-per-day basis. The Contractor must respond within 2 hours of receiving the call and arrive at customer's premises ready to correct any problems within 4 hours of receiving the call.**

    a. **The Contractor shall provide this access for a minimum of 90 days after completion of the Project. The Contractor shall maintain a log of all such calls and their resolution, and provide to the City a copy of the log daily, using e-mail or another mutually acceptable electronic means.**
    b. **Describe the procedures for response to customer problems.**

The standard warranty provides for 30 days for leaks and one year for workmanship. If awarded, we welcome the opportunity to discuss this provision for customer support with FWCU.

Tribus has a well-established process in place to ensure customer satisfaction and to address and resolve customer claims. They focus on resolving customer complaints and claims in a timely, well-documented, and appropriate manner that maintains a focus on customer satisfaction under all circumstances.

Customer inquiries, claims, complaints, and compliments are documented and are managed personally by the Project Manager to ensure satisfactory resolutions. The inquiry, investigation process, action taken, customer comments, and billing information are also recorded. Tribus then provides authorized management and stakeholders with reports of the updated, key metric information regarding customer inquiries, claims, complaints, and resolutions as part of our progress reporting on project operations.

Complaint Resolution

Each customer complaint, whether received by the installer in the field, in writing, or by telephone, is documented, addressed, and resolved using Tribus' customer complaint process:

1) Tribus' Customer Care Center or field personnel receives a complaint and immediately enters it into our system.
2) A record of the complaint is created by Tribus office or field personnel. The record includes:
    a) Relevant contact information
    b) The nature of the complaint

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c) Customer information

3) A Tribus manager implements a follow-up investigation by:

a) Contacting the customer and all involved parties to understand the situation
b) Documenting findings in order to later advise the customer of actions / solution
c) Determining fault (if applicable)

4) A Tribus manager enacts an appropriate resolution and documents the resolution in our system.

5) All customer damage claims are handled by the manager who investigates the situation, speaks to all involved parties, and determines if a damage settlement is appropriate and to what extent.

6) Manager then contacts parties involved who require notification of the resolution and explains what action was taken.

An investigation summary report tracks customer complaints and compliments to ensure customer service performance goals are achieved.

17.15 Installation Acceptance

Requirements

1. **Each installation will be accepted by the City conditioned upon:**

   a. **Electronic submission of a list of completed installations containing for that installation the Location ID, address, old and new meter serial numbers, old and new meter readings, endpoint serial number, physical description of the location of meter and endpoint on the property (i.e. "front middle", "rear left", etc.), GPS coordinates of the meter, the Contractor's inspector's name if applicable, and the installer's name.**
   b. **Successful capture of the radio read after the installation through the fixed network solution**

Comply. Requested data will be captured using Itron's FDM application.

17.16 Photos and GPS Coordinates

Requirements

1. **The Contractor shall capture and submit photos of the as-found meter register, as-left meter register, customer address and new endpoint serial number for the City's records; these photos must be submitted electronically within 3 days of the completed installation via access to an electronic work order management system, FTP site, or similar. The City must be able to lookup photos by address or account**

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number directly. The Contractor shall record GPS coordinates for all upgrades as well.

Comply

17.17 Site Conditions

Requirements

1. Before, or at the time of installation, the Contractor shall inspect the existing water meter setting, including piping and control valves. If the Contractor determines that conditions are such that damage would result from standard installation procedures to customer or city owned property, the Contractor shall immediately contact the City Project Manager, shall not attempt the installation until the site is inspected by an authorized City representative, and shall postpone installation at that site until the City Project Manager authorizes the Contractor to proceed with the work.
2. Before, or at the time of installation, the Contractor shall perform a cursory condition assessment of each meter. The assessment shall include the following items:

    a. Documenting lead services (upstream and downstream of meter)
    b. Documenting visible sump pumps located customer basements
    c. Documenting the presence of backflow devices and associated identification numbers

Comply

17.18 Repairs

Requirements

1. At its option, the City may authorize the Contractor to make any repairs necessary to install a meter to service lines or piping, order the customer to make such repairs, or undertake such repairs itself.

Comply

17.19 Old Piping

Requirements

1. Old piping per se should not be grounds for the failure of the Installer to replace a meter designated for replacement. Only when old piping is leaking or deteriorated to a point that damage to it could reasonably be expected by changing the meter

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will poor piping be accepted as a reason for not replacing the meter. Unless the City's Project Manager remands the installation to the City for further action, the Contractor is still required to install the meter and associated equipment if the piping has been repaired or replaced.

Comply

17.20 Meter Replacement

Requirements

1. **Installer should ensure he/she is at the correct location and meter, and check for running water prior to commencing meter change-out. Installer must turn off the water to the building. Installer shall assume responsibly for electrical damage to appliances if proper procedures are not followed. Installer shall then replace the meter, using new gaskets or washers. All meter adapters, bushings, or other hardware necessary to install the new water meter in the consumer's existing meter setup must be furnished by the Contractor. The Contractor is required to install standard connections (meter couplings) for all 5/8" thru 2" meters if none exists currently. These couplings must receive prior approval from the City. The Installer must repair any damage or caulk any holes caused by removing old wire and readouts displays. Contractor shall coordinate with the City a common caulk color for these repairs.**
2. **Cost of materials, labor and other incidentals not explicitly listed on the fee table shall be included in the unit installation price**
3. **Installer shall leave the water service in the same position found during arrival.**

Itron/Tribus will investigate customer inquiries and claims of damage in the event that the customer claims that damage was caused by the installation of the new water meter/AMI device. All claims will be reviewed by Itron/Tribus and by the City prior to assuming responsibility.

17.21 Meter Salvage

Requirements

1. **Subject to the description of the City, the Contractor shall scrap all replaced meters. The value to the Contractor of scrap shall be listed in the Contractor's pricing tables explicitly. Depending upon the Contractors scrap value per meter the City will decide to scrap devices internally or utilize the Contractor's prices. The Contractor shall factor in the disposal cost of the existing endpoints into their proposal costs at the appropriate phase.**
2. **The old transmitter will be properly disposed of by the contractor.**

Comply

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17.22 Strainer

Requirements

1. **If there is a strainer at any meter installation site, the Installer shall clean and restore it. If applicable, strainers shall be cleaned only on meters being replaced, not on retrofits.**

Comply. Itron/Tribus does not anticipate the meters will have strainers.

17.23 Verify Working Service

Requirements

1. **Except for services found in the off position, the installer shall flush water line after installing a new meter to ensure the meter is registering properly and verify service restoration to the entire premises. The water line shall be flushed until the meter begins to register usage.**

Tribus will perform its standard meter installation testing to verify that each new meter is fully functional, properly installed, and that the customer is with water before leaving the site.

After the installation is complete, the installer will open all valves. Water will be run through the meter to make sure that the meter register functions properly and to test the meter installation for leakage. The installer will also ensure that the meter has not been installed backwards. The installation will be checked according to the manufacturer's instructions, and any leaks related to the installation will be corrected immediately.

Once the plumbing system is fully changed and there are no apparent leaks associated with the meter installation, the installer will observe the low flow indicator on the meter. In the event of low flow indications, Tribus will inform the City that the plumbing system will need further investigation to eliminate any wasteful flow that may be occurring.

The City will be provided with a before and after reading to verify successful programming and operation, including a before and after picture of the completed installation. Old meters will be returned to the City tagged with information including the address where the meter was removed from, the date, the final reading, the field installer involved, and the service order number.

17.24 Plumbing Irregularities

Requirements

1. **The Contractor shall report to the City's Project Manager, prior to the installation of a meter, any meter and/or plumbing irregularities including but not limited to**

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meters installed backwards and disconnected meters or any other indication of tampering such as magnets, if meter has been removed and replaced with connecting pipes (jumper); if registers are disconnected from meters; if there are bypass lines found in the 'on' position; if there are illegal connections before a meter; if there are unmetered connections of a customer's plumbing to a service lateral, fire pipe, or water main; or if there are any other violations of the City's regulations.

2. The Contractor shall not proceed with the installation of a meter until the City Project Manager has authorized such installation in writing.

Comply

17.25 Dirt and Water around Meter

Requirements

1. The Contractor shall be responsible for removing and properly disposing of any reasonable amount of mud, rocks, dirt, and debris needed to access a meter in a meter box. These items shall be removed such that there is a minimum of 2" clearance below the meter. The Contractor shall expose connection to the service line and any piping between the service line connection and the meter to ensure that they are in a condition that will not be damaged by changing the meter. If a water meter box is flooded so that the meter is fully or partially submerged, the Installer must pump out the box before changing the meter. The pumped-out water shall be disposed of in a safe and proper manner as to not cause harm to the surroundings or to others. Installer must ensure that the water service is not in any way contaminated, even intermittently, by standing water in the meter box. All waste resulting from cleaning the meter box must be cleaned up and disposed of properly by the Contractor and will be the responsibility of the Contractor. The Contractor may not dispose of such materials at any City owned location.

Itron/Tribus will remain in compliance with the City's project plan as well as all City ordinances for the removal and legal disposal of dirt and debris from meter boxes.

17.26 Meter Vault/Box Damage

Requirements

1. In the event the meter box is discovered to be damaged rendering the meter box and its contents inaccessible, the Contractor is to notify designated City personnel the same day such inaccessibility is discovered by the Contractor.
2. Delays to the Contractor due to the lack of accessibility shall be the Contractor's sole expense at no expense to the City.

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3. **The Contractor shall contact the City for authorization before any repairs are undertaken.**

Comply

17.27 Payment for Installations

Requirements

1. **The Contractor shall only be paid for completed and accepted installations as specified in Terms of Payment.**

Comply

17.28 Leak Notification

Requirements

1. **Should the Contractor identify a leak at the meter vault during the time of installation, the Contractor shall provide notification to the City the same day.**

Describe

1. **Indicate how leaks will be tracked and the City will be promptly notified of the event.**

Identification of leaks is a standard component of Tribus' meter installation process. After the installation is complete, the installer will open all valves. Water will be run through the meter to make sure that the meter register functions properly and to test the meter installation for leakage. The installer will also ensure that the meter has not been installed backwards. The installation will be checked according to the manufacturer's instructions, and any leaks related to the installation will be corrected immediately.

Once the plumbing system is fully changed and there are no apparent leaks associated with the meter installation, the installer will observe the low flow indicator on the meter. In the event of low flow indications, Tribus will inform the City that the plumbing system will need further investigation to eliminate any wasteful flow that may be occurring.

17.29 Latitude/Longitude

Requirements

1. **The Contractor shall capture the latitude and longitude of the endpoint location during the time of installation and provide such information to the City.**

Comply

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Describe

1. **Indicate how the requested data will be supplied to the City**
2. **Indicate the accuracy of the coordinates**

This information will be captured using FDM. GPS accuracy of 3 to 5 meters is supported.

17.30 Quality Control Procedures

Describe

1. **The proposed QC procedures and key elements for this Project.**

Itron is an ISO-compliant company with extensive quality systems across all areas of the organization. Itron has QC procedures embedded in our Itron Advantage proven implementation methodology which includes the use of FDM work order management application. FDM will be utilized during the endpoint deployment to track and manage system performance, data integrity, quality assurance, inventory status and project financials.

In addition, our installation subcontractor Tribus has strict quality and accuracy standards and provides continual meter installation training to ensure all performance and customer relations standards are met. Their multi-faceted approach to monitoring quality performance ensures accuracy, efficiency, and professionalism at every level of onsite operations. Their comprehensive quality assurance measures are thorough and derived from many years of experience. They have an ongoing quality assurance program that ensures standards are maintained throughout the contract.

Their Quality Assurance / Quality Control (QA/QC) program can be broken down into the following facets:

- Workforce Quality
  - Assesses field employee's performance on timeliness and professionalism
  - Managers use Tribus' web-based system to monitor performance
- Installation Quality
  - Assesses installations for functionality and warranties
  - Managers use Tribus' web-based system to provide online training manuals, policies and procedures, standards, and best practices
- Meter Reading Quality
  - Assesses Meter Readers' understanding of concepts and procedures
  - Managers use Tribus' MeterPro for screening and testing

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» Corporate Quality Audit Program

– Assesses project's operational performance against contractual requirements

– Performed on an annual basis with full report and employee surveys

The quantity and quality of our employees' performance is continuously recorded and monitored.

More details on Tribus' QA/QC program can be provided upon request.

17.31 Appointment Scheduling

Requirements

1. **The Contractor shall be responsible for scheduling and handling appointments for customers with indoor meters.**

Comply

Describe

1. **Indicate how the Contractor plans to schedule and track appointments including tools, procedures, call centers, etc.**
2. **The Contractor shall indicate their proposed customer appointment window duration.**

Tribus has extensive experience scheduling appointments with customers for field installation services. Our projects regularly involve setting up a customer call center with a local or toll-free contact number for installation appointment scheduling and for meter-related customer questions.

To maximize value to the City while also minimizing Call Center start-up costs, Tribus proposes the use of its already established Customer Care Center located in Wauwatosa, WI, for this project. The Customer Care Center is currently staffed five days per week and is equipped with IT and telephone infrastructure, computer equipment, and other amenities necessary to carry out this installation project.

Tribus manages customer contact functions for many projects and has expertise regarding all major meter technology vendors. Based on their experience, they've minimized customer impact on previous projects by following several operational principles:

» Encouraging customers to proactively call the toll-free number to set up a convenient appointment time

» Training all Tribus Field and Customer Care Center personnel to provide excellent customer service; all interactions are polite and professional, and personnel must be able to competently answer customer questions

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- If necessary, and only with the City's approval, scheduling appointments outside of regular business hours; we try our best to accommodate special requests
- Adhering to a "minimum three contact attempt" process to increase the probability of making contact with each customer *
- Providing a 24-hour emergency number – all after hours messaging includes the number for an on-call Tribus Project Supervisor to assist and if necessary, dispatch an installer within one hour

** It is Tribus' normal process to make three attempts to access each meter account, but will work with the City and comply with its required processes and practices.*

Appointment Scheduling

Tribus distributes mail / door hangers to incite customer requests for installation appointments. All printed materials are approved prior to production / distribution, within which customers are encouraged to book online, or contact our call center to schedule their appointment.

Tribus also has a web-based scheduling tool for customers who wish to make an appointment to have their meter updated. The link to this scheduling tool can be posted on the City's website and can appear on printed letters and door hangers upon the City's approval. Customers will use their account numbers to access the site and view available dates and timeframes to book their own appointments; there, information is also provided to direct them to the Customer Care Center for help or further assistance. Additionally, a dedicated email address will also be provided. Representatives respond to all inquiries within four business hours to facilitate appointments or respond to inquiries. Additionally, each Representative has a direct fax number.

In addition to the above, they will also attempt to call the customer for an appointment. If by way of mail-outs / door hangers and two phone calls – or the contractually-required number of calls to complete our due diligence – an appointment is still not made, Tribus installers will typically refer the matter to its customer for resolution. Tribus employees follow the set protocol as agreed upon with our customer for installation notification methodology in order to secure appointments, including parameters for any "no response" locations.

Managing Call Volumes

Tribus will have a dedicated number of Customer Service Representatives (CSRs) assigned to this project. In the event of overflow call volumes, additional Tribus representatives are able to assist in answering customer calls. Supervisors also step in to take calls, if necessary.

They also have the ability to offer voicemail to avoid long wait times. All voicemails are returned the same day or, if received after hours, early the next business day. In the event of an emergency, the voice response system includes flexible messaging options that can be modified within minutes to offer updates to all callers.

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Hours of Operation

Typical Customer Care Center hours of operation are Monday through Friday, 7:00 a.m. to 6:00 p.m. CT, but can accommodate the City's requested hours of operation. If a non-emergency call is received outside of normal business hours, messages are recorded in a general voicemail. Messages are retrieved the following morning and a customer service representative (CSR) contacts the customer that day. Messages can be retained via a voice recording server.

In addition to customized customer service hours, they provide an emergency contact number on all after-hours messages, so that an on-call Tribus Project Supervisor may be contacted if necessary.

Customer Service Philosophy

Training is an important component of good customer service. Their service policy is to create a satisfied customer at the end of each interaction. To realize this goal, they strive to enhance quality and improve productivity. Continual employee training is one of the steps in achieving its service commitments.

Tribus investigates all customer complaints within 24 hours. A quality assurance program is implemented to ensure customers with complaints are:

1) Directed to the appropriate department where their complaint is recorded
2) Provided with an agreed-upon solution that is carried out as specified
3) Given a procedure for the solution
4) Advised of any changes

17.32 Wiring

Requirements

1. **Most indoor meters are in a basement (or similar indoor location) without a wire running to the exterior of the premise.**

Describe

1. **How the signal is proposed to be received by the AMI solution, including specifics such as whether wiring will be required during the time of installation and what steps shall be taken during the appointment to ensure good connectivity**

For meter installations which require a wire run to the exterior of the premise, the Tribus Field Installer will connect the AMI system wire following the standard meter installation procedure. Once the meter is installed and tested, the Tribus Installer will connect the wire directly to the register outside of the building and directly to the AMI device to ensure that an adequate signal is received by the AMI device. Tribus will follow its standard Quality

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Assurance and Quality Control processes for installation to ensure that these wires are properly connected and that the AMI signal is adequately received.

17.33 Warehousing

Requirements

1. **The City is able to provide material storage, inventory storage, and the storage of project related inventory and materials or vehicle parking for the Contractor. Please refer to Attachment 8 for details.**

Itron/Tribus acknowledges that the City will provide warehousing. Tribus understands that this warehousing facility will be made available to the installation contractor and they anticipate the usage of this facility for this deployment project.

18.0 WARRANTIES

18.1 AMI Component Warranties

Describe

1. **Indicate the warranty terms for various components required for this Project.**

Below is a summary of Itron's warranty policies regarding our AMI hardware. Itron has also included a copy of our warranties, which are included in our Master Sales Agreement and equipment addendum, as well as the maintenance agreement in Appendix 4 for FWCU's review.

Network equipment: Cisco Connected Grid Routers (CGRs) have a standard 5-year hardware warranty. Itron will act as the primary point of contact for Cisco CGR warranty issues.

Itron OpenWay Riva Water Module: Itron includes a standard 20-year warranty, including battery, that provides 10 years at full replacement and an additional 10 years at pro-rated replacement cost. The start date of the warranty period is the date the modules are shipped. Itron's warranty covers the repair or replacement of a defective product that is reported defective to Itron during the warranty period. The warranty does not cover the effort or costs to change-out the equipment (that is, removal and re-installation charges apply). However, it does cover the freight for returning replacement unit to the utility. Responsibilities for other costs are as defined in the appropriate maintenance agreements.

Below are excerpts from Itron's Technology and Services Addendum for Equipment Purchase and Warranty Schedule included in our Master Sales Agreement.

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10.1 Limited Warranty

Itron warrants to Customer that the Itron-manufactured equipment will be free from defects in materials and workmanship and will conform to the applicable specifications for a period of one (1) year from the date of shipment, unless otherwise stated in the attached warranty schedule for Itron-manufacture equipment or Order Document. For avoidance of doubt, components parts of Itron-manufactured equipment that are provided by third-party manufacturers and developers – and which are integrated into Itron-manufactured equipment – are covered by this Section 10 warranty.

11. Exclusions to Warranty on Itron-Manufactured Equipment

The above Section 10 warranty on Itron-manufactured equipment does not cover damage due to external causes, including accident, abuse, misuse, inadequate maintenance, problems with electrical power, acts of God; service (including installation or de-installation) not performed or authorized by Itron; usage not in accordance with product instructions or in a configuration not approved by Itron; normal wear and tear; and problems caused by use of parts and components that are not supplied by Itron. The warranty provided herein shall be void if the equipment is modified in a way not authorized in writing by Itron.

18.2 Installation Warranties

Requirements

1. **All installation work, including materials used in the installation, performed by the Contractor or their third-party agent under this contract, shall be guaranteed against defects in workmanship for a period of 1 year from the date of installation.**

Comply

18.3 Nonperformance or Excessive Failures

Requirements

1. **Should the failure rates exceed the guaranteed maximum expected annual failure rates identified with the Fee Tables, or should the system in its totality substantially fail to perform such that the City cannot reliably use the system for billing, or should the occurrence of erroneous or inaccurate meter readings exceed 0.5% per year, then the City may notify the Contractor of this condition, whereupon the Contractor shall be responsible for promptly restoring the system to its normal level of reliability and accuracy at its sole cost and expense.**

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Describe

1. **How the Contractor plans to handle situations where batches of failed meters (or similar related equipment, like registers or endpoints) are discovered after installation**

Itron requests final guaranteed and expected annual failure rates be agreed upon during contract negotiations. Itron's warranty terms meet or exceed general industry requirements for a project similar to FWCU's proposed project. We would like to discuss remedies for excessive failures.

18.4 Response Timeframe for Returned Items

Describe

1. **Provide the maximum amount of time from receiving returned equipment to communicating with the City the root cause of the issue.**

CGRs: When CGR's are covered by Cisco's HW Warranty (with the SW / TAC maintenance) or covered Cisco's full SNT (SmartNet) maintenance, CGR Equipment is not returned for investigation / repair. This is a good time savings. The majority of the CGR failure work is based Cisco's FRU (Field Replaceable Unit) Program. When a CGR is failed, Customer or Itron (if field service is being provided) replaces the failed CGR with a working spare. The unit is brought into the shop for investigation, through Itron Tier 1 support and Cisco TAC remote analysis. Itron will validate if there is an issue with the RIVA CAM board, and if not, Cisco TAC will investigate which part is failed via remote connection to the CGR unit. As a result of the investigation a replacement part will be approved by TAC and shipped to Customer / Itron for repair of the unit. If the investigation identifies a full unit replacement is required, Cisco TAC will provide the approval at this same time. Average time for root cause and identification of corrective action varies based on time of field removal, therefore the field work timing is important. However, average time for investigation to approval for Parts shipment or full unit replacement is 2 to 3 days. Maximum time is 7 work days.

2. **Provide the maximum turnaround time for processing either repaired equipment or new equipment**

CGRs: Once the failure part/ mode and corrective action is identified under only warranty coverage, the maximum time to receive a replacement part from Cisco for repair is 30 days (minimum is 10 days per Cisco Warranty description). For units covered under the SmartNet coverage, having advance replacement / shipment, the maximum turn around for FRU parts is 7 work days (average is 2 to 5 days).

For a full unit replacement is required, the Maximum turn for receipt of a new replacement unit is 35 work days. This is based on Cisco's 21 work day build and ship approval process,

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plus approximately 3 weeks for ship time and Itron's unit configuration / test specific to Customer's use case.

3. **Provide the maximum amount of time for the Contractor to ship to repaired or replaced product**

Once approved, CGR replacement parts is 2 to 4 days average ship/ receipt time, 7 days maximum. New CGR units are received on a maximum of 35 work days based on the build and configuration process described above.

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City of Fort Wayne, IN

RFP – Fort Wayne FWCU Advanced Meter Infrastructure System
Resolution No. 105-10-30-18-2
Best and Final Response

Submitted by Itron, Inc.
March 1, 2019

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Questions

GENERAL QUESTIONS

1. **If the utility elects for the optional network maintenance what solutions can you offer to contractually maintain your network performance levels for the life of the solution?**

Itron Response: Itron's Network Field Operations (Maintenance) with Network Managed Services includes the investigation and replacement of non-communicating network devices once a work order has been dispatched. Network Devices covered under this service include those which fail due to device issues.

Itron provides desk level investigation of non-communicating network devices and dispatches a field investigation/truck roll, if required. The Service Level Agreement provided by contracting the Network Field Operations with Network Managed Services will provide a guaranteed availability for network devices.

2. **How do you plan to monitor, manage, and resolve customer complaints and claims?**

Itron Response: Itron's installation subcontractor, Tribus, will provide these services. Their process is described below.

Each customer will receive a post installation drop card with the Tribus Call Center phone number. If a customer has a concern or complaint, they can call our Call Center and a Tribus Customer Service Representative will document the call and relay the concern to the Project Manager. The Tribus Project Manager will contact the customer and arrange to send a Lead/Supervisor to the premise and discuss the concern.

Each customer complaint, whether received by the technician in the field, in writing, or by telephone, is documented, addressed, and responded to using the Tribus customer complaint process as outlined below:

1. The Call Center receives a complaint and immediately enters it into our system.

2. A record of the complaint is created either by our office or field personnel. The record includes:
    a. Relevant contact information
    b. The nature of the complaint
    c. Customer information

3. A Manager implements a follow-up investigation by:
    a. Contacting the customer and all involved parties to understand the situation
    b. Documenting findings in order to later advise the customer of actions / solution
    c. Determining fault (if applicable)

4. A Manager enacts an appropriate response and documents the response

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5. All customer damage claims are handled by the Manager who investigates the situation, speaks to all involved parties, and determines if a damage settlement is appropriate and to what extent.

6. The Manager then contacts parties involved who require notification of the resolution and explains what action was taken.

An investigation summary report tracks customer complaints and compliments to ensure customer service performance goals are achieved. Tribus will ensure that a complaint / claim investigation is actioned within 24 hours and communicated with the customer.

Calls will be transferred to the City if it is determined to be a City issue, e.g., a billing issue, or a general call that does not relate to the meter exchange. The Tribus Call Center Representative will announce to the City Representative:

- Who they are
- Who they have on the line
- The reason for the call

3. Describe your approach for interface development and testing. How would you propose to run a wire out of a finished basement? What tools are at your disposal if a wire cannot be run?

Itron Response: Itron pricing includes 176 hours for interface development: 16 hours for assessment, 40 hours for design support, 40 hours for build support, 40 hours for testing support and 40 hours for go live support. Itron has assumed that the City's CIS billing system, Advanced Utility System, can export a flat file (.TXT/.CSV/.XLS) with the required information. The City and Itron will work together during the 16-hour assessment to confirm that the hours allotted are acceptable.

In the event that work is to be performed in a customer's finished basement, Tribus will make every effort to run the wire to an outside wall without damaging the customer's property. Tribus installers will be equipped with drills and wire fish to run the wire above ceilings and behind walls, etc. Tribus will ensure that all installers are fully trained on the safe, effective, and correct way of running wire.

It is important to note that the OpenWay Riva Water Module has peer to peer communication capability. This feature is used primarily for final end point mitigation, but can also be used in those cases where an endpoint simply cannot be located outside.

4. Tell us about your call center and how they will support getting appointments.

Itron Response: Itron will utilize Tribus for call center support. A description of their operations is provided below.

Tribus has extensive experience in managing Call Center operations for our projects. Our projects regularly involve setting up a customer call center with a local or toll-free contact number for installation appointment scheduling and for meter-related customer questions. To provide maximum value for the City's project, Tribus is proposing the use of our already-established Wisconsin-based Customer Care and Call Center.

Based on our experience, we have minimized customer impact on previous projects by following several operational principles:

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- Encouraging customers to proactively call the toll-free number to set up a convenient appointment time
- Training all Tribus field and call center personnel to provide excellent customer service; all interactions are polite, professional, and personnel must be able to competently answer customer questions
- If necessary, and only with City's approval, scheduling appointments outside of regular business hours; we try our best to accommodate special requests
- Adhering to a "minimum three contact attempt" process to increase the probably of making contact with each customer*
- Providing a 24-hour emergency number. All after-hours messaging includes the number for an on-call Tribus Project Supervisor to assist and, if necessary, dispatch an installer within one hour

**It is Tribus's normal process to make three attempts to access each meter account, but we will work with the City and comply with its required processes and practices.*

Trubus's Call Center is equipped with an advanced Enghouse, EICC telephony system. Each Customer Service Representative has a dedicated computer with software enabling a seamless transfer of work order data. Custom dashboards provide our Customer Service Representatives with daily statistics including Average Speed of Answer, Average Hold Time, Number of Calls Taken, Outbound Calls Made, etc.

Tribus Customer Service Representatives have the ability to enlist a translator for any customer via CTS LanguageLink (CTS). CTS will respond immediately to Tribus's translation needs in over 100 languages with real-time 3-way interpretation.

Tribus's typical call center hours of operation are Monday through Friday, 7:00 a.m. to 6:00 p.m. CT, but we can accommodate the City's requested hours of operation. If a non-emergency call is received outside of normal business hours, messages are recorded in a general voicemail. Messages are retrieved the following morning and a Customer Service Representative (CSR) contacts the customer that day. Messages can be retained via a voice recording server.

In addition to customized customer service hours, Tribus provides an emergency contact number on all after-hours messages, so that an on-call Tribus project supervisor may be contacted if necessary.

5. What tools are needed for the utility to complete AMI upgrade?

Itron Response: Because the City has been installing 100W+ ERT modules for many years and OpenWay Riva Water Modules (500W ERTs) more recently, you have the tools and knowledge necessary to complete the AMI upgrade. With additional training provided by Itron as part of our proposed solution, the City will be in a great position for a successful project.

VENDOR SPECIFIC - ITRON

1. How can FCS be incorporated into your solution if at all?

Itron Response: The Itron OpenWay Riva solution allows utilities to deploy ERTs and manage all the fixed network, handheld and drive-by readings through their existing Field Collection System cycle-based billing interface. Using the existing FCS billing interface eliminates the need for interface development.

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The OpenWay Riva Fixed Network collects readings and exports a file each day that contains one reading for each ERT under the network. The Field Collection System (FCS) matches fixed network readings to unprocessed meters in traditional routes.

FCS dispatches the unprocessed meters to handhelds and mobile collectors to finish any incomplete routes.

2. **In your best and final proposal, FWCU would like to see Badger meters quoted as an option.**

Itron Response: Itron values the request made by FWCU and has secured meter pricing for Badger water meters. Likewise, we secured "best and final" pricing from Neptune as our base RFP response water meter provider. With the goal of providing the most cost-effective solution to earn your business and to honor our original partnership with Neptune we have decided to only offer Neptune meters in our turnkey solution at this time. Overall savings to the City along with the additional reduction in the Best and Final pricing are substantial and we are confident FWCU will be best served with this solution. If, after this round of submittals the City is still interested in having Badger meters as part of the Itron offering, Itron will be open to further discussions.

3. **Your meter cost are high comparatively. Please look at revising in the best and final proposal.**

Itron Response: Water meter pricing has been reviewed and updated pricing is included in our proposal.

4. **In the past the Utility has had excessive failures in its AMR and water metering systems. Because of past excessive failures, it is very important that the Utility receive responses to Nonperformance or Excessive Failures table in the Supplemental Pricing file. This is a decisive section in the overall confidence that the Utility has for each vendor which is why the Utility is looking for the vendor to commit to a solution for both system and product failure. In addition, to completing the Supplemental Pricing, the Utility would like for an action plan to be provided for problem solving failures and would like to know what the escalation triggers are.**

   Excessive Failure Rates Clarification:
   All vendors will be required to provide a 2% annual failure rate of Meters, Registers, and Endpoints for the first 10 years of installation period. Vendors are encouraged to submit lower annual failure rates if they have a higher level of confidence in their product than the minimum 2% that the Utility requires.

   For repeaters (if applicable), collectors, and handhelds, the Utility will be looking to each vendor to disclose their maximum permissible annual failure rate as a percentage.

Itron Response: Itron agrees to provide labor if the annual maximum failure rate exceeds 2% for the OpenWay Riva Water Modules for the first 10 years from date of shipment. Itron will work with the City to come to mutually agreeable processes and procedures during contract negotiations.

As demonstrated by the expected failure rates noted on the failure rate tables, Neptune's high quality products are unlikely to have failure rates to exceed 2%. In the rare occurrence when this may

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happen, Neptune will stand by its products with its Standard Warranty and its Return Material Authorization process to provide warranty replacements to the City. Additionally, Neptune will provide labor to get the failure rate under 2%. In the event there is an issue with getting the reading data, the product will be deemed a failure as long as a Neptune reading device cannot obtain a valid reading from the register.

Itron has provided the expected failure rates for the Cisco CGRs rather than an excessive failure rate and this is reflected on the Excessive Failures table. Please note that Itron has provided a field network maintenance option that will ensure proper network SLAs should the City desire it.

Likewise, for the Itron Mobile Radio (IMR), we have provided the typical or expected failure rate. Itron recommends a 10% sparing level for this type of equipment to prevent lost time in the field.

Itron has a standard Return Material Agreement (RMA) procedure for returning equipment under warranty. Itron's RMA process includes a failure analysis form with each module returned. This information can also be provided through the Itron website or electronically upon request. During the maintenance contract period, equipment can be shipped to Itron and may be repaired and returned or replaced in whole. Under the Managed Services agreement, Itron will handle the RMA process for the CGRs.

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Statement of Work

OPENWAY RIVA AMI SAAS PROJECT

City of Ft. Wayne, IN.

SOW Point of Contact: Ryan Kuenner

ITRON Account Executive: Gary Ziegler

Date: 9/9/19

Version: 1.4

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A. About this Document

- This Statement of Work ("***SOW***") defines the activities ("***SERVICES***") to be performed by Itron, Inc. ("***ITRON***") for the City of Ft. Wayne, IN ("***CUSTOMER"***) for the OpenWay Riva SaaS Project ("***PROJECT***"). This document will describe the agreed upon scope, services to be provided, deliverables, assumptions, responsibilities, timeline and completion criteria.
- Any updates to this SOW shall only be considered as documented through the Change Control Process (see Appendix) throughout the duration of the PROJECT. The SERVICES shall be governed by the following agreements ("**AGREEMENTS**") and their related terms and conditions, as executed between CUSTOMER and ITRON:

  Master Sales Agreement, including the following Addenda:

  Equipment Purchase & Warranty Schedule Addendum

  Software License Addendum

  Maintenance & Support Services Addendum

  Installation/Implementation Services Addendum

  Software as a Service (SaaS) Addendum

  Managed Services Addendum

  Pricing Summary Reference Number: BMR# 16143-18 Ver4 Jul September 6, 2019
- No work will commence until the above agreements and this SOW have been duly executed.

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B. Document Control

B.1. Document Record

Date	Author	Version	Change Reference
4/26/19	Ryan Kuenner	1.0	DRAFT
6/11/2019	Ryan Kuenner	1.1	Edits and Responses.
7/11/2019	Kevin Keim	1.2	Edits and Review
7/17/2019	Ryan Kuenner	1.3	Added Testing Section
7/18/2019	Ryan Kuenner	1.4	Accepted Changes, Add definition for Available and Accepted Endpoints.

B.2. Document Owner

- This SOW contains information that is confidential and proprietary to ITRON, who is the document owner and is responsible for developing and maintaining this SOW. It is understood that this SOW is for the purposes of the PROJECT as described. This SOW or portions thereof should not be referred to, re-produced, distributed or utilized in any manner outside of the PROJECT's needs, without prior written consent of ITRON.

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- CUSTOMER and ITRON agree to the terms of this SOW and by signing below, the CUSTOMER authorizes ITRON to perform the SERVICES detailed herein.

CUSTOMER	ITRON
Authorized Signature See Attached Signature Page	**Authorized Signature**
Printed Name	**Printed Name**
Title	**Title**
Date	**Date**

-

Please Complete:
- **SOW Identifier:** OpenWay Riva AMI SaaS Project - **CUSTOMER Name:** City of Ft. Wayne, IN. - **SOW Point of Contact:** Ryan Kuenner - **Date Created:** - **Version**: Final

Please e-mail or fax a PDF file of the signed SOW to the contact below. E-mailing or faxing only the signature page is acceptable. A fully executed copy will be returned to CUSTOMER electronically in PDF format by e-mail.

If an original signed paper agreement is required, please mail the signed SOW to the address below. If mail is used, overnight service is recommended. Please provide a tracking number to your Account Executive. A fully executed copy will be returned to you electronically in PDF format by e-mail and the original signed paper copy will be returned by mail.

Please return this signed SOW to:

ITRON, Inc.

2111 N. Molter Rd.

Liberty Lake, WA 99019

Attn: Contract Administration

Fax: (509) 891-3331 or pdf and email to contract.request@ITRON.com.

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* A fully executed version will be returned.

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D.1. Project Summary

The PROJECT involves implementation of the OpenWay Riva Advanced Metering System ("***SYSTEM***"). The SYSTEM has extensive capabilities with the PROJECT focused on implementing the standard meter data requirements as described in the AGREEMENTS.
The anticipated duration of the PROJECT is thirty-six (36) months.
The PROJECT will be performed in three (3) phases.

The first phase "INITIAL INSTALLATION" consists of workshops, training, back office software implementation, configuration, and testing and is anticipated to be completed in a ten (10) month period.

The second phase "FIELD INSTALLATION PART I" will include the installation of 46 Connected Grid Routers (CGR's), one-half (1/2) of the total 500W OpenWay Riva Endpoints to be installed (estimated at 53,603), and one-half (1/2) of the total 5/8"-1" water meters to be installed (estimated at 36,953).

An initial Notice to Proceed will be issued by the Fort Wayne Board of Public Works for the first phase and the second phase of the PROJECT. Work on the first phase may begin immediately upon issuance of the Notice to Proceed. Work on the second phase may begin any time after issuance of the Notice to Proceed and completion of any necessary software implementation, configuration, and testing during the INITIAL INSTALLATION phase of the PROJECT.

The third phase "FIELD INSTALLATION PART II" will include installation of the remaining 500W OpenWay Riva Endpoints and the remaining 5/8"-1" water meters, and project closeout activities. A separate Notice to Proceed will be issued by the Fort Wayne Board of Public Works for the third phase of the PROJECT. Work on the third phase may begin only after issuance of this separate Notice to Proceed.

The PROJECT will follow ITRON's standard project methodology, as included in Appendix A, with the Detailed Project Schedule incorporating the above-prescribed timing requirements, being outlined in the Project Plan published upon the inception of the PROJECT.

The SYSTEM consists of the following software and hardware:

- Software Applications (Hosted by ITRON)
    - OpenWay Operations Center
        - Collection Manager
    - ITRON Analytics
    - ITRON Security Manager
    - Cisco IOT Field Network Director (FND)
- Network Equipment
    - Connected Grid Routers (CGR)

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- ERT Gateway Star (EGS)
- OpenWay Riva Water Endpoints

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D.2. Project Services

The PROJECT will include the following services provided by ITRON:

- Project management services
- Installation and configuration of software in a SaaS environment
- Integration of ITRON software applications with CUSTOMER CIS (AUS v4).
- Network Design services
- Network Installation services
- Functional SYSTEM Testing
- SYSTEM Training
- Installation of approximately 107,206 500W OpenWay Riva Endpoints
- Exchange of approximately 71,658 5/8"-1" inside water meters
- Exchange of approximately 2,249 5/8"-1" pit water meters

D.3. Project Elements

- The following are key elements of the PROJECT to be completed by ITRON:
  - Installing and configuring Software Applications to meet the requirements defined in this SOW.
  - Implementing the SYSTEM to meet performance metrics and deliverables outlined in the AGREEMENTS and this SOW.
  - Conducting a 4-month Initial System Acceptance (Proof of Concept) Test which will consist of up to 2 MNBs and up to 500 OpenWay 500W Endpoints (INITIAL INSTALLATION phase).
  - Deploying Network hardware as defined in the network design Appendix B.
  - Deploying OpenWay Riva Water Endpoints per locations provided by CUSTOMER.
  - Providing daily extract of meter register data for Accepted Endpoints.
  - Providing training as outlined in the Training Section of this SOW.
  - Performing SYSTEM testing in accordance with the Testing Section of this SOW.
  - Transitioning CUSTOMER to ITRON Technical Support Services.
  - Field Area Network (FAN) Deployment, including the following hardware:
    - 55 Connected Grid Routers (CGRs)
    - 13 Encoder Receiver Transmitter (ERT) Gateway Star
  - 500W Endpoint Deployment.
  - Configuration of 100W Deployed Endpoints to be read over the FAN.

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E.1. General Project Assumptions

- Below are assumptions utilized to create this PROJECT Scope and Project Plan documents.

1.	ITRON and CUSTOMER will provide suitably trained and skilled resources to support the PROJECT effort and timeline agreed upon by both parties. CUSTOMER's technical and business resources shall be fully familiar with their present IT Operations as they relate to the PROJECT components.
2.	The ITRON Project Manager ("ITRON PM") assigned to this PROJECT is responsible for management of all ITRON resources, ITRON Deliverables and the Project Plan.
3.	CUSTOMER will identify all individuals/entities assigned to the various roles that will be performed by CUSTOMER in furtherance of the PROJECT. Any additions not identified at PROJECT startup, including 3rd party contractors/consultants may impact this SOW and associated pricing, requiring agreement through the Change Control Process.
4.	ITRON will identify and be responsible for any 3rd party contractors/consultants contracted by ITRON for the PROJECT.
5.	Resource travel time will accommodate arrival on Monday and departure Friday morning. The schedule will be determined by the ITRON PM.
6.	CUSTOMER and ITRON will provide the SERVICES outlined in this SOW during normal business hours, 8:00 AM to 5:00 PM Eastern time Monday through Friday, except travel time and holidays. If necessary, CUSTOMER will provide after-hours access to CUSTOMER facilities to ITRON personnel. ITRON installation scheduling hours may be between 6am and 8pm.
7.	All PROJECT resources will use ITRON methodologies, ITRON tools and ITRON templates.
8.	CUSTOMER is responsible for developing its own internal standard operating procedures (SOP)s based on training and input from ITRON during the PROJECT for all aspects of the SYSTEM.
9.	ITRON will provide CUSTOMER with an electronic copy of a standard set of SYSTEM documentation including user guides, training materials, and where applicable, designs.
10.	Issue tracking/resolution done by ITRON will be done using ITRON tools.

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E.2. Technical and Design Assumptions

- Below are assumptions utilized to develop the Network Design Deliverables and other technical requirements.

1.	ITRON has designed the Network to achieve a 99% daily read rate, 99.5% three-day read rate and 99% interval reads for Accepted OpenWay Riva Water Endpoints.
2.	Network Devices must be installed in accordance with the installation manual and at locations and elevations specified in the Network Design document.
3.	Unanticipated obstructions or other issues found during site surveys or installation that may impact RF performance will require a re-evaluation of network design. Design changes could lead to additional equipment.
4.	The Network has been designed based on CUSTOMER provided Endpoint Geographic Information System (GIS) coordinates. CUSTOMER provided Coordinates that differ from actual coordinates by more than 100 feet may require additional network design and will be addressed through the Change Control Process.
5.	CUSTOMER is responsible for all permitting and Joint Use Agreements (JUA) required to install the Network Devices.
6.	OpenWay Riva Water Endpoints must be installed in accordance with the Endpoint installation guide and the Network Design document. All installations are to be exterior to the building wherever possible or in meter pits where required.
7.	CUSTOMER is responsible for data quality and data cleansing.
8.	CUSTOMER will complete requests for changes to configuration (opening firewall ports, Windows OS, etc.…) within the mutually agreed upon timeline.
9.	No software customization shall occur unless otherwise stated in this SOW. (For example, UI changes, reports, extracts, interfaces, etc.)

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F. Project Deliverables

- ITRON deliverables are shown below with the schedule of each Deliverable being included in the Project Plan.

F.1. ITRON Deliverables

- ITRON shall provide the standard Project Plan at the start of the PROJECT.
- ITRON shall conduct a PROJECT kickoff meeting to provide a SYSTEM overview, review the Project Scope, budget and schedule.
- ITRON shall provide PROJECT tracking and will manage the Project Plan and Deliverables through weekly sixty-minute PROJECT planning and status calls.
    - On the first workday of each week, ITRON shall provide the CUSTOMER an updated schedule of where work is planned for the next 3 weeks.
    - ITRON will work with the CUSTOMER to schedule blackout windows. The CUSTOMER will require an approximate 5 day-blackout window per billing area, where installations will not be permitted to occur for each route.
    - ITRON shall submit a proposed detailed schedule, including the number of monthly installations, monthly number of installers, implementation and project management staff on site, and additional resources required for the successful completion of the PROJECT.
- ITRON shall provide one production instance of hosted environment. Refer to SaaS addendum for service level commitments.
- ITRON shall develop the Initial Network Design based on CUSTOMER provided data. ITRON to validate backhaul availability at each network location and complete Network Device and OpenWay Riva Water Endpoint installation as specified in the Initial Network Design.
- ITRON shall complete network site surveys to validate placement of Network Devices included in the Initial Network Design.
- ITRON shall update the Network Design after field surveys are completed by ITRON.
- ITRON shall make available a SFTP site to the CUSTOMER to share data files.
- ITRON shall provide integration support for a total of (160) hours of integration assessment from CUSTOMER CIS to OpenWay Operation Center Head End System. Itron estimates 160 hours for integration between Itron OpenWay Riva headend and customer CIS. Estimate of 1 week duration of design support (40 hours), 1 week duration for build support (40 hours), 1 week duration of testing support (40 hours), and 1 week duration of go live support (40 hours) will be validated, and actual effort will be confirmed following integration assessment. CUSTOMER will provide data based on the standard interface format. Additional support available through the Change Control Process.

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- ITRON shall implement Field Deployment Manager Work Order management system to support the Field Installation Phase.
- ITRON shall conduct a total of eighty (80) hours of software training for up to twenty (20) CUSTOMER employees/agents. This training may be broken down into multiple sessions with no more than ten (10) individuals participating per session.
- ITRON shall provide up to eighty (80) hours of network device / endpoint installation & mitigation and site survey training including preparation.
- ITRON shall provide sixteen (16) hours of ITRON Analytics training including preparation.
- ITRON shall complete transition documentation and introduce CUSTOMER to ITRON Support Services in a scheduled transition meeting.
- ITRON shall complete all Field Installations, as follows:
    - ITRON shall conduct installations by book, or group of books. Book groups should be based on geographic proximity and logistics and neighborhoods to be determined by the CUSTOMER in discussion with ITRON. In addition, ITRON must notify the CUSTOMER of any service addresses scheduled for a meter replacement or register upgrade that does not have a meter or some other means of water conveyance. This includes straight pipes, flexible piping, hoses, or any device where the meter is to be located.
    - If a service does not have a meter but it has water available on the supply line, then ITRON shall not proceed until obtaining authorization from the CUSTOMER.
    - The CUSTOMER will retain the right to prioritize other areas, or to reorganize priorities both before the PROJECT begins, and during the PROJECT. Unless approved in writing by the CUSTOMER, ITRON shall complete at least 90 percent of the installations in one release, or group of routes before commencing installation on the next release. Exceptions to the requirement to complete an installation may be granted by the CUSTOMER. For example, a property that is vacant or abandoned, has no meter or no existing standard connections for a meter, or has piping or plumbing deteriorated or in fragile condition, may be excluded by the CUSTOMER from the properties that must be upgraded. These will be identified as a Return to Utility (RTU) order, and treated as if they had not been assigned when computing the percentage of assigned properties completed.
    - ITRON shall run wire where required for endpoint installations to remote the radio to the exterior of the structure. ITRON acknowledges that some installations may require longer runs of wire to achieve a proper installation. ITRON acknowledges that some installation scenarios such as installations where the meter is located in the basement or within the structure may require special accommodations. This is part of the PROJECT and is not subject to additional compensation through the Change Control Process.
    - ITRONs contractor shall capture the following photos at each meter location:
        - Entire meter set upon arrival;

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- The customer account number, address and new endpoint serial number for quality control;
- Close up of the existing meter with register read;
- New meter and ERT together side by side (does not need to be installed). For retrofits on the outside of the home a picture of the ERT is required;
- Entire meter set after installation.

- ITRON shall capture GPS coordinates at each endpoint and a physical description of the location
- ITRON shall document the following items during the meter installation:
  - Service material coming into the meter;
  - Whether there is a sump pump and if it is connected to City Sewer System
  - The presence of backflow devices and associated identification numbers (photo)

ITRON shall provide support to the CUSTOMER in reprograming existing Open Riva Itron Endpoints to go from mobile reads to fixed reads during the last mobile collector read by the CUSTOMER. In the event of an issue with reprograming ITRON and CUSTOMER will agree to a field mitigation solution.

- ITRON shall provide a Project Control Manual (PCM) that will identify the required operations and procedures during the Field Deployment Phase.
- Itron shall provide onsite technical support during the PROJECT at no additional cost.
- Itron shall provide a dedicated project manager who is also an available onsite resource.
- ITRON shall provide Call Center Operations.
- ITRON shall provide Work Order Management.
- ITRON shall provide a Quality Assurance Program.
- ITRON shall provide a Meter Access Program.
- ITRON shall provide Endpoint Mitigation.
- ITRON shall provide Project Reporting.
- ITRON shall ensure Endpoint Acceptance.
- For ninety (90) days after ITRON is notified of a given installation, ITRON must respond to calls from the end user associated with that installation or the CUSTOMER concerning leaks, loss of service, low pressure, and other problems associated with installation on a 24-hour-per-day basis. ITRON must respond within one (1) hour of receiving the call. If the request is urgent (i.e. leaking water) ITRON shall arrive at the end user's premises ready to correct any problems within one (1) hour of receiving the call. If the request is not urgent ITRON shall schedule an appointment with the end user, which shall take place within 5 business days of the request.
- ITRON shall provide access to all call center logs for a minimum of 90 days after completion of the PROJECT. ITRON shall maintain a log of all such calls and their resolution, and provide

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CUSTOMER a copy of the log daily, using e-mail or another mutually acceptable electronic means.

- ITRON shall document each end user complaint, whether received by the installer in the field, in writing, or by telephone, and that the complaint is addressed, and resolved using ITRONs' customer complaint process, as follows:
  - ITRONs Customer Care Center or field personnel receives a complaint and immediately enters it into FDM work order management system.
  - A record of the complaint is created by ITRON office or field personnel. The record includes:
  - Relevant contact information;
  - The nature of the complaint; and
  - Customer (end user) information
- ITRON manager implements a follow-up investigation by:
  - Contacting the end user and all involved parties to understand the situation;
  - Documenting findings in order to later advise the end user of actions / solution; and
  - Determining Root Cause (if applicable).
- ITRON enacts an appropriate resolution and documents the resolution in its system.
- All end user damage claims are handled by ITRON's staff who investigates the situation, speaks to all involved parties, and determines if a damage settlement is appropriate and to what extent.
- ITRON then contacts parties involved who require notification of the resolution and explains what action was taken.
- ITRON shall provide an investigation summary report that tracks end user complaints and compliments to ensure customer service performance goals are achieved.

- ITRON shall work with the CUSTOMER to develop messages for inconveniences that occur from the installation of the new meter and shall communicate these messages in a timely and professional manner to the end users.
  - ITRON shall be responsible for notifying end users of the need to gain access to meters and scheduling the meter replacement.
  - ITRON shall make all communication materials available in English, Spanish and Burmese. ITRON's call center services shall include English, Spanish and Burmese speaking representatives.
  - ITRON shall utilize and send, at a minimum the following notifications:
    - 30-day notification (letter or postcard) to set customer expectations
    - 10-day notice prior to the commencement of installation on a cycle, Itron shall send 5.5" x 8.5" color printed notices to customers and owners of property on that cycle indicating the dates when

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installations will occur. The material must include the Contractor Call Center phone number and website for customer scheduling.
- Direct phone calls to confirm or reschedule meter
- Door tag left at the customer premise in the event of an unsuccessful upgrade.

F.2. CUSTOMER Deliverables

- CUSTOMER deliverables are shown below with schedule of each Deliverable being included in the Project Plan.
- CUSTOMER shall assign PROJECT staff and participate in the PROJECT kick-off meeting;
- CUSTOMER shall participate in scheduled planning and update meetings;
- CUSTOMER shall complete integration of daily reading files created by ITRON and stored on the SFTP site into CIS;
- CUSTOMER shall complete SYSTEM Testing in accordance with the established Project Plan and as defined in the standard Test Plan.
- CUSTOMER shall assign resources and ensure active participation in Training as outlined in the Training Course Description Section.
- Post Endpoint Acceptance, using the support of ITRON as outlined in Section H.1, CUSTOMER shall complete troubleshooting and mitigation of non-communicating or poorly communicating OpenWay Riva Water Endpoints as required.
- Unless under Network Maintenance as a Service, CUSTOMER shall maintain the SYSTEM including Network Devices.
- CUSTOMER shall maintain accepted OpenWay Riva Water Endpoints.
- CUSTOMER shall maintain interfaces between CUSTOMER software and ITRON Software.
- In the event of a CUSTOMER driven change in field conditions, inform ITRON so that ITRON can update Network Design as Network Device changes occur in the field.
- CUSTOMER shall develop and test interface files. Format will utilize Itron's standard API's. Daily updates to the interface file are required to synchronize CIS to ITRON Software Applications. Interface files will be posted to the ITRON SFTP site. See Appendix C.

F.2.1. Interfaces

ITRON will provide 176 hours of consulting support to CUSTOMER for implementing the Master Data Import (MDI) interface to OpenWay Operation Center (OWOC). The Integration Test Plan will be developed by CUSTOMER to validate the proper development of the different SYSTEM integration points. Testing will be performed jointly by ITRON and CUSTOMER with testing results provided to CUSTOMER for review and approval.

Field Deployment Manager (FDM) is Itron.

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Integration Name	Destination Application	Type	Functions
FDM	CIS	Flat File (From-Host & To-Host)	From-Host file provides CUSTOMER CIS account information for generating field work orders. To-Host file provides completed work order information for updating CUSTOMER CIS with new Meter/Endpoint data and completed work order data. ITRON will support FDM to CIS interface to upload pictures into the CIS system.
MDI File	OWOC	XML File	Master Data Import File created from the CUSTOMER CIS to Populate OWOC with configuration data. See Appendix C for Sample

- ○

F.3. Equipment

For the PROJECT, the CUSTOMER will purchase Network Devices and OpenWay Riva Water Endpoints against the quantities specified in the Pricing Summary that are installed. ITRON will be responsible for providing an equipment release request which the CUSTOMER will be responsible for approving. If endpoint or meter quantities increase, the CUSTOMER will purchase additional quantities of Equipment as needed. CUSTOMER will work with ITRON sales to order equipment as specified. If the endpoint or meter quantities are less than what is reflected on the Pricing Summary, CUSTOMER is only responsible for purchasing the quantity of endpoints and/or meters actually installed. Customer is not required to purchase excess inventory at the end of PROJECT.

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G. Testing

- Testing is a critical activity in deploying a successful solution. This section describes the testing activities for the PROJECT.

G.1. Comments & Clarifications

1.	CUSTOMER will provide Tier 1 Support for internal testing. ITRON shall provide Tier 2 Support onsite at Customer location in Ft Wayne, IN. Note: Tiers defined in the Testing section of this SOW.
2.	ITRON shall resolve all SYSTEM and installation related defects.
3.	Assignment of the severity levels to each testing issue or defect will be reviewed and agreed to by both parties. Any discrepancy will be resolved by CUSTOMER & ITRON PMs. Note: Severity levels defined in the Testing section of this SOW.

G.2. Testing Types

- The ITRON testing approach utilizes the following testing types: Functional, Integration and Solution testing, System Acceptance, and Final Acceptance. This section describes each type of test.

Test Type	Defined	ITRON Responsibility	CUSTOMER Responsibility
Functional Unit Testing	Functional Unit testing to verify accurate setup and configurations.	Prepares, document, and Executes ITRON Functional Test Cases.	Reviews and Approves ITRON Functional Test Results.
Integration	Integration testing verifies integration-level work and configurations, critical to the enterprise solution.	Prepares, document, and executes ITRON Integration Test cases, with data inputs from CUSTOMER CIS. Provides outputs to CUSTOMER CIS. Data Inputs: • MDI File (XML) • FromHost File (CSV) Data Outputs • Common Read File (CRF – Read Data XML) • ToHost File (CSV)	Executes CUSTOMER test cases. Creates Out puts from CUSTOMER CIS, and consumes Inputs to CUSTOMER CIS. Data Outputs: • MDI File (XML) • FromHost File (CSV) Data Inputs • Common Read File (CRF – Read Data XML) • ToHost File (CSV) Reviews and Approves ITRON Integration Test Results.
Solution (End-to-End)	Solution "End-to-End" Test Cases validates CUSTOMER business requirements with entire solution in place for key use cases.	Prepares, document, and executes ITRON Solution Test cases, with data inputs from CUSTOMER CIS.	Provides input to Test cases. Data outputs to ITRON. Reviews and Approves ITRON Solution Test Results.

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Test Type	Defined	ITRON Responsibility	CUSTOMER Responsibility
Initial System Acceptance Test (Proof of Concept)	Initial System Acceptance Testing identifies that the system is installed, Configured, and operating to CUSTOMER specifications as defined in the business solution requirements document. (BSRD)	Prepares, documents, and executes ITRON Initial System Acceptance Test, with data inputs from CUSTOMER CIS.	Provides input to Initial System Acceptance Test cases. Data outputs to ITRON. Reviews and Approves ITRON Initial System Acceptance Test Results.
Final System Acceptance Test	Final System Acceptance Testing identifies that all Accepted Endpoints are installed, and achieve the performance specifications identified in this SOW.	Prepares, documents, and executes ITRON Final System Acceptance Test, with data inputs from CUSTOMER CIS.	Provides input to Final System Acceptance Test cases. Data outputs to ITRON. Reviews and Approves ITRON Final Acceptance Test Results.

G.3. Tier Support Levels

To address issues encountered during testing, it is recommended that the project team implements the Tier support model as described below.

During testing, issues may be encountered that require support from resources that are trained in the ITRON solution. This section defines the tiers referenced in an earlier section.

Tier Levels	Defined	Examples	Testing Responsibility
1	A resource that is trained on the ITRON solution. They are considered process owners and are first level support for problems/issues encountered. Tier 1 is required to provide basic troubleshooting. For each issue encountered, they should collect the following information in their problem/resolution process: – What happened? – When did it happen? – Who encountered the issue? – What attempts were made to resolve? – Suggested next steps.	End user can't run a report. Tier 1 Support would provide support to this user.	CUSTOMER
2	If Tier 1 is unable to resolve, Tier 1 escalates to Tier 2. Tier 2 are also trained in the ITRON solution but have deeper product knowledge. If Tier 2 is unable to resolve, they will engage appropriate ITRON resource(s).	Through Tier 1 troubleshooting, it was determined that the issue was a system failure vs. a training issue. Tier 1 would escalate to Tier 2.	ITRON

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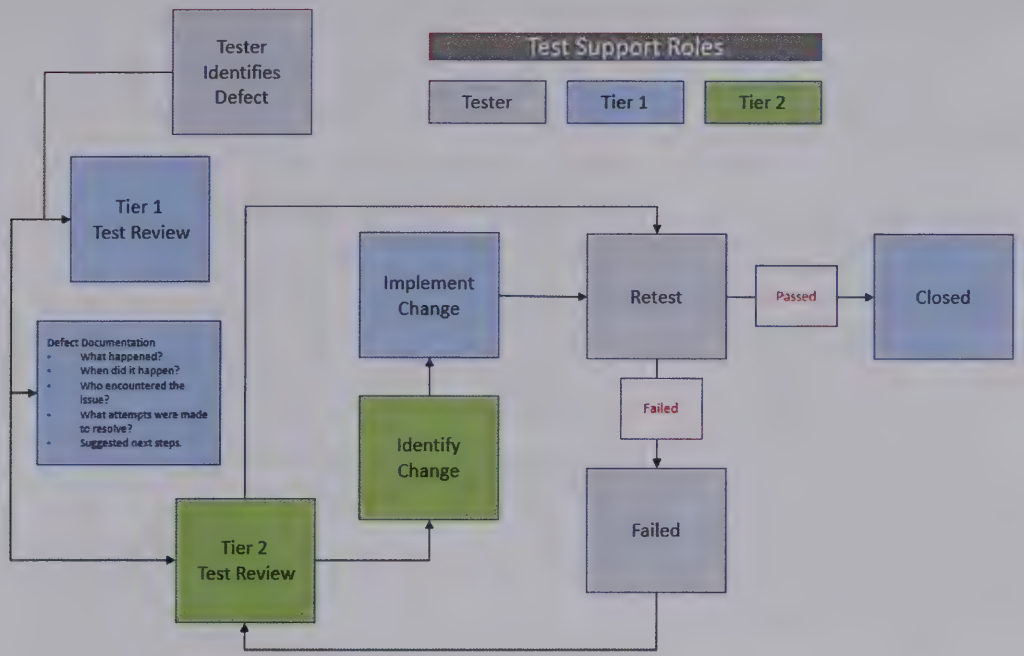

G.4. Testing Severity Parameters

- The following table defines the testing severity levels for ITRON solution component testing defects identified during the PROJECT testing activities. It also includes required mitigation/actions steps to resolve.
- Both parties will review all issues found through the associated testing process and agree on severity level assignment and applicable course of action as detailed below.

Level	Defined	Actions
Critical	– Issue is causing a problem that results in: o Lost data, system instability or system crashes. o Loss of complete functionality with no work around. (For example: unable to collect data, unable to provide billing data to billing system.) o Major set of test cases of the Functionality (High, Medium and Low critical) cannot be tested until the requisite functionality is fixed and available for testing. With workarounds\alternate approaches, a small set of test cases of the functionality can still be executed.	– Issue recorded and reported to: o ITRON Project Sponsor o ITRON Engineering/Product Management Review project/testing mitigation with CUSTOMER. – ITRON Project Team will create a Service Request with Engineering to investigate issue within one (1) business Day. – Conduct regular meeting updates to track resolution. – If resolution is a scheduled software hotfix, CUSTOMER specific testing will be required to validate resolution.

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Level	Defined	Actions
Minor Business Impact	– An issue which can be addressed with a work-around but does not meet the business solution requirements or functional/performance requirements as agreed upon. – System can still operate although some functionality or performance is reduced. – Some test cases of the functionality cannot be tested until the requisite functionality(s) is fixed and available for testing. With the current available functionality, Major set of test cases of the functionality can still be executed.	– Review work around/mitigation with CUSTOMER. – ITRON Project Team will acknowledge and begin investigation of the issue within one (1) business Day. – If resolution is a scheduled software hotfix, CUSTOMER specific testing will be required to validate resolution. – Requirement for future software hotfix implementation supported through ITRON Support Services post project.
Information/Training/Minor Error	– An issue not impacting any system functionality and is considered cosmetic only. – It is not necessary to fix any of the trivial level defects prior to full Production use.	– Issue recorded as an enhancement request and reported to ITRON Product Management through standard process. – Improvement will be managed by ITRON Product Marketing and considered for future system release.
Enhancement Request	– Request is made to enhance the product functionality.	– Enhancement will be managed by ITRON Product Marketing and considered for future system release.

G.5. Initial System Acceptance Test (Proof of Concept)

1.	The Initial System Acceptance Test will be initiated upon completion of the Initial Installation of up to a thousand (1,000) Endpoints, 2 CGR's, 1 EGS.
2.	Prior to the Initial System Acceptance Test, ITRON and CUSTOMER will verify that each deployed CGR for the Initial System Acceptance Test can communicate and register with the OWOC.
3.	The Initial System Acceptance Test will run for 30 days starting when the back-office installation is completed and accepted. ITRON can declare an exclusion day if a special condition is encountered during the Initial System Acceptance Test. Examples of specific conditions that could trigger an exclusion day are backhaul or IT-related issues are experienced, unforeseen field conditions include extensive power outages at the CGRs, etc. The exclusion has to be communicated to CUSTOMER in writing as soon as practicable.
5.	Initial System Acceptance reports will be generated from OWOC as approved by CUSTOMER.
6.	ITRON is responsible to publish and configure the optimal read schedule to achieve performance requirements before starting the Initial System Acceptance Test.
8.	In the event a non-ITRON caused deficiency is identified that prevents successful completion of the Initial System Acceptance Test or causes ITRON to perform field investigations, ITRON will work to identify the root cause with CUSTOMER and provide a remediation plan.

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9.	ITRON will submit an Initial System Acceptance Certificate upon successfully meeting performance criteria; CUSTOMER has 15 business days to dispute the Certificate or Initial System Acceptance will be considered achieved.
10.	Following Initial System Acceptance, full Endpoint deployment can begin.

G.6. Final System Acceptance Test

1.	The Final System Acceptance Test will be initiated upon completion of the Installation of all Accepted Endpoints, and FAN equipment.
2.	Prior to the Final System Acceptance Test, ITRON and CUSTOMER will verify that each deployed CGR for the Final System Acceptance Test can communicate and register with the OWOC.
3.	The Final System Acceptance Test will run for up to 30 days starting when all deployed Endpoints have been accepted. ITRON can declare an exclusion day if a special condition is encountered during the Final System Acceptance Test. Examples of specific conditions that could trigger an exclusion day are backhaul or IT-related issues are experienced, unforeseen field conditions include extensive power outages at the CGRs, etc. The exclusion has to be communicated to CUSTOMER in writing as soon as practicable.
4.	Meters/Endpoints will be considered Unavailable and excluded from the Final System Acceptance Test if an Accepted Meter/Endpoint was found to be tampered with, replaced, stolen or vandalized. If an Accepted Meter/Endpoint has stopped communicating for three (3) consecutive days, CUSTOMER will investigate to determine whether the meter is working properly. If the Meter/Endpoint is found to be working properly, that Meter/Endpoint will be included in the Final System Acceptance Test for purposes of determining whether the test performance levels have been met, as described below.
5.	Final System Acceptance reports will be generated from OWOC as approved by CUSTOMER.
6.	ITRON is responsible to publish and configure the optimal read schedule to achieve performance requirements before starting the Final System Acceptance Test.
7.	The Final System Acceptance Test requirements will be met when the following performance levels are achieved for 30 days: o The average 1-day **Register Read Rate** for all Accepted Meters/Endpoints during the Final System Acceptance Test period is 99.0% or greater. o **Register Read Rate** performance is the number of unique **Register Read**s received during each Measurement Day over the duration of the test period divided by the number of Accepted Meters/Endpoints for each of the Measurement Days over the duration of the test period. o The average **3-day Billing Register Read Rate** for all Accepted Meters/Endpoints during the Final System Acceptance Test period across billing cycles is 99.5% or greater.

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	○ **3-day Billing Register Read Rate** performance is the number of **Register Read**s received for each Meter/Endpoint included in a Billing Cycle divided by number of Accepted **Register Read**s for each included Billing Cycle in the measurement. ○ The average **Daily Interval Read Rate** for all Accepted Meters/Endpoints during the Final System Acceptance Test period is 99.0% or greater. ○ **Daily Interval Read Rate** performance is the number of unique **Interval Data** Reads received during each Measurement Day over the duration of the test period divided by the number of expected **Interval Data** Reads from Available Meters/Endpoints for each of the Measurement Days over the duration of the test period.
8.	In the event a non-ITRON caused deficiency is identified that prevents successful completion of the Final System Acceptance Test or causes ITRON to perform field investigations, ITRON will work to identify the root cause with CUSTOMER and provide a remediation plan.
9.	ITRON will submit a Project Completion Form upon successfully meeting the Final Acceptance Test performance criteria; CUSTOMER has 15 business days to dispute Certificate or Final Acceptance will be considered achieved.

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H. Acceptance of ITRON Deliverables

H.1. Deliverable Acceptance

Acceptance of the ITRON Deliverables are outlined as follows:

1. Business Solution Requirements Design – upon submission by ITRON and Approval by CUSTOMER.
2. Initial Network Design – upon submission by ITRON and review with CUSTOMER.
3. Network Design - upon submission by ITRON and review and approval by CUSTOMER
4. ITRON to conduct Site Surveys.
5. Software Applications – upon completion of the Testing.
6. Training – upon completion of Training as defined in the Training Course Description Section.
7. ITRON Functional Testing.

H.2. Meter/Endpoint Acceptance

- Meter/Endpoint Acceptance is defined below. ITRON's responsibility for these tests will be limited to validating the RF communications between the Meter/Endpoint and OWOC and the delivery of Meter data to CUSTOMER systems as approved by CUSTOMER.
- Available Endpoint: A Meter/Endpoint will be considered Available after installation upon communicating with the headend system for five (5) consecutive days. In addition:
  - A Meter/Endpoint that is not damaged or vandalized by a third party in such a way that prevents communication;
  - For which CUSTOMER has provided the ITRON application with accurate and up-to-date account information via MDI File.
  - There is no RF interference in excess of FCC limits caused by a third-party system; and
  - For which at least one register/index read for that Measurement Day has been requested by the OWOC.
  - FDM will be used as an acceptance tool only at the conclusion of the project for final system acceptance.
- Accepted Endpoint: A Meter/Endpoint will be considered Accepted by the CUSTOMER after meeting the Available Meter/Endpoint criteria, there are no outstanding installation issues open, and the CUSTOMER has acknowledged in writing the Meter/Endpoint as being a completed installation. Process:

1.	ITRON will present an Endpoint Acceptance report showing Endpoints that have delivered a register read to OWOC for five (5) consecutive days and were not previously Accepted by the CUSTOMER.
2.	CUSTOMER will have six (6) business days after Endpoint Acceptance report is submitted by ITRON to identify Endpoints that CUSTOMER believes have not

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	achieved Endpoint Acceptance as described above; otherwise, Endpoints will be deemed accepted. Only Endpoints in dispute will be excluded from being accepted; all other Endpoints in the Endpoint Acceptance report will be considered accepted after 6 business days of receiving the Meter/Endpoint Acceptance report.
3.	○ Accepted Endpoints will be CUSTOMER's responsibility for ongoing field maintenance. Provided, however, all installation work, including material used in the installation, performed by ITRON or its third-party agent under this SOW, shall be guaranteed against defects in workmanship for a period of 1 year from the date of meter and endpoint acceptance.
4.	○ Any Meter/Endpoint that the CUSTOMER disputes as meeting Meter/Endpoint Acceptance requirements will be reviewed by CUSTOMER and ITRON with the appropriate party taking action to resolve the issue impacting Meter/Endpoint Acceptance.
6.	○ Any Meter/Endpoint that does not achieve Meter/Endpoint Acceptance, and is not (a) as specified in the METER LOCATION file, or (b) was not able to be geocoded from CUSTOMER-supplied information, or (c) is not listed or identified in the METER LOCATION file (i.e., new services) will be excluded from the Final Acceptance Test. ITRON and CUSTOMER will define a mutually agreed to process for determining any Endpoint issue(s) and resolution(s) before exclusion from the Final System Acceptance Test.

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I. System Acceptance Certificate

I.1. About This Document

This document will be used to formally acknowledge the completion of the Software Installation, System Configuration, System Testing, Training, and Project Control Manual related work and criteria as defined in the SOW. A meeting will be conducted by the ITRON PM and the CUSTOMER Project Manager to review the acceptance criteria and the acceptance of the SYSTEM. This document will record agreements reached during that meeting.

The ITRON PM and the CUSTOMER Project Manager shall refer to the SOW for guidelines on acceptance.

Upon formal acknowledgement of acceptance, the ITRON Managed Services will operate the OpenWay Riva system according the service levels in the Managed Services Addendum.

I.2. Notification Review Meeting Participation & Acknowledgement

Name	Company	Position	Date of Meeting
	CUSTOMER	Project Manager	
	ITRON	Project Manager	

I.3. Project Details

OpenWay Riva SaaS Project	City of Ft Wayne, IN

I.4. Completion Criteria

Please check the boxes below to confirm that the following items have been completed:

☐ All Software Applications have been configured, tested, and achieve performance criteria in System Acceptance.

☐ All Training has been completed and accepted by CUSTOMER.

☐ All testing has been completed and accepted by CUSTOMER.

☐ Full Field Deployment can begin.

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I.5. Authorization

ITRON	CUSTOMER
Authorized Signature	Authorized Signature
Printed Name	Printed Name
Title	Title
Date	Date

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J.1. System Performance

- The SYSTEM was designed to meet the requirements as defined herein with performance expectations as outlined in General Technical and Design Assumptions. Maintaining the System after acceptance to meet performance expectations will be driven by the CUSTOMER using the following guidelines:

  1. Mitigate non-communicating Network Devices and OpenWay Riva Water Endpoints in accordance with the support / training provided by ITRON as outlined in the ITRON Deliverables.
  2. Maintain Network Devices and OpenWay Riva Water Endpoints in a timely manner and in accordance with SOPs developed by the CUSTOMER.
  3. If during the course of the PROJECT while the ITRON PM is assigned, the CUSTOMER believes there are issues with the Network Design provided by ITRON, the CUSTOMER can discuss its concerns during the weekly PROJECT meetings. ITRON will provide troubleshooting support to the CUSTOMER and will work to promptly resolve the issue at no additional cost to CUSTOMER, unless the issue was directly caused by CUSTOMER. In that case the CUSTOMER will be billed at the time and material rates as incurred for their effort.
  4. ITRON shall support CUSTOMER with SYSTEM performance issues and support the CUSTOMER'S development of Standard Operating Procedures (SOPs) for Operations and Maintenance as required during the PROJECT.

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6. Project Completion

- Once ITRON has achieved the performance levels for the Final System Acceptance Test, as set forth in Testing Section G.4, paragraph 7, , the ITRON PM and the CUSTOMER will schedule a transition call with ITRON Support Services. The ITRON PM will complete the transition documentation ahead of scheduling the call with the CUSTOMER and ITRON Support Services. Upon transition, the CUSTOMER will get support through its Account Executive and ITRON Support Services

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L. Project Completion Form

L.1. About This Document

This document will be used to formally acknowledge the completion of the PROJECT related work and criteria as defined in the SOW. A meeting will be conducted by the ITRON PM and the CUSTOMER Project Manager to review the completion criteria and the close out of the PROJECT. This document will record agreements reached during that meeting.

The ITRON PM and the CUSTOMER Project Manager shall refer to the SOW for guidelines on acceptance.

Upon formal acknowledgement of completion, the PROJECT delivery and related SOW will be considered complete.

L.2. Notification Review Meeting Participation & Acknowledgement

Name	Company	Position	Date of Meeting
	CUSTOMER	Project Manager	
	ITRON	Project Manager	

L.3. Project Details

CUSTOMER	City of Ft Wayne, IN

L.4. Completion Criteria

Please check the boxes below to confirm that the following items have been completed:

☐ Project Completion Criteria, as defined in the Project Completion Criteria section of the SOW, have been met.

☐ All signed Deliverables identified in the SOW, have been received and approved by CUSTOMER.

☐ All Project invoices have been received by the CUSTOMER.

☐ The Project has been transitioned to ITRON Managed Services.

☐ CUSTOMER agrees to the completion of the Professional Services as described within the SOW and the Completion Criteria identified.

L.5. Authorization

CUSTOMER	ITRON
Authorized Signature	Authorized Signature
Printed Name	Printed Name

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CUSTOMER	ITRON
Title	Title
Date	Date

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M. Change Control

M.1. Change Control Process

- An ITRON Change Order Form ("***Change Order***") will be used for communicating changes to this SOW. The Change Order must describe the change requested, the rationale for the change, the estimated price and the effect the change will have on the overall PROJECT. All Change Orders must be approved and signed by CUSTOMER and ITRON. No work shall commence prior to CUSTOMER's authorization of the Change Order.

#	Step	ITRON	CUSTOMER	Notes
1.	Identify scope change.	☒	☒	Either party may identify a scope change.
2.	Submit a formal request for a Change Order.	☒	☒	Party identifying the scope change should submit the change request via email. – Request should include: – Problem Statement – Requirements
3.	Assess impact (scope, schedule, resources) and prepare brief summary.	☒	☐	
4.	Report impact results and submit Change Order form.	☒	☐	Should include: – Scope change described – Cost change – Project schedule impacts
5.	Authorize Change Order and email executed copy to ITRON Legal.	☐	☒	
6.	ITRON Legal executes Change Order and emails copy to CUSTOMER and ITRON Project Manager.	☒	☐	

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M.2. Appendix B – Change Order Form "Sample"

	Name	Date
Client Name:		
Requestor:		
Client Authorization:		
ITRON PM Approval:		
ITRON Contract Auth.:		

- Send Pricing Summary to Client? ☐ Yes ☐ No
- Has contract been signed? ☐ Yes ☐ No
- General Comments:

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- Order Processing:
- PO/Contract #: _____
- Comments: _____
- Hardware Changes:

Qty	Item Description	Unit Price

Qty	Item Description	Unit Price

- Comments:

- Software Changes:
- ☐ Modifications ☐ Meter Licenses ☐ Other

Description	Unit Price

- Implementation Labor and Expense:
- ☐ Billable ☐ Non-billable Charge to: _____

Purpose	Description	Days	@ $	Total
	Labor			
	Per Diem			
	Misc.			
	Total			

-

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Other Changes:

Change Order: >Author Name

Please return this signed Change Order for formal ITRON Contract Authorization and Execution to:

Itron, Inc.

2111 N. Molter Rd.

Liberty Lake, WA 99019

Attn: Contract Administration

Fax: (509) 891-3331 or pdf and email to contract.request@itron.com. – a fully executed version will be returned.

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N.1. Services Fees

- The SERVICES outlined in this SOW are being provided at a fixed cost of $938,965.00. Specific details related to these costs for the PROJECT can be found in the Customer Pricing Summary, BMR. Any changes to the services as outlined will be addressed though the Change Control Process.
- These fees are based upon ITRON's recommended engagement approach, ITRON standard travel policy, staffing levels, scope of the PROJECT and Project Schedules as outlined in this SOW. Modifications to any of these factors will result in changes to the estimated fees. Any changes that affect ITRON's engagement approach, staffing levels, scope of the PROJECT and Project Schedules will follow the Change Control Process.

ITRON will invoice CUSTOMER per the below schedule. ITRON will submit to CUSTOMER an invoice for Milestone Payments specifying the services completed. If at any point, there is reason to believe that a Milestone Payment amount will be exceeded; ITRON will immediately notify CUSTOMER in writing as to the changes in the estimate and issue a Change Order as described in Change Control Process, which will be approved by CUSTOMER. CUSTOMER shall pay all taxes, if any, due for SERVICES provided by ITRON to CUSTOMER under this SOW.

Milestone Payment Schedule for Initial Installation Services:

Payment Milestone	Milestone Description	Deliverable	Amount
1	Managed Services Startup Cost	Mobilization of Hosted Environment	$31,000.00
2	System Definition/Design Completed	Workshop Completion Business Solution Requirement Document Technical Architecture Design	$226,991.25
3	Back Office System Installation Completed	Initial Installation Begins	$272,389.50
4	Initial Installation Completed	System Acceptance Testing Completed	$272,389.50
5	Field Installation Begins	Initial System Acceptance	$136,194.75
		Total	**$938,965.00**

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N.2.Billing Information

- To ensure that ITRON has all the correct billing information, please verify the following:

Requested	CUSTOMER Data
Billing Contact Name	Ben Groeneweg
Billing Contact Phone # (s)	260-415-7231
Billing Contact Email Address	Ben.groeneweg@cityoffortwayne.org
Physical Location Address (if applicable)	200 E Berry St, Suite 250 Fort Wayne, IN 46802
Billing Address (if different from above)	
Special Billing Requirements?	
Purchase Order #	

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D. Training Course Descriptions

ITRON will provide its standard training material and courses as outlined below to the CUSTOMER. In the event customized user training and material is requested, or additional training time is requested by the CUSTOMER, this shall be supported through the Contract Change Order Process.

Type	Description	Module Name
End user / Operational Training	End user / Operator has the operational knowledge to maintain operate and troubleshoot the solution and provide Tier 1 support. Two sessions of each Course in scope; each Course consisting of up to eighty (80) hours of training. Itron will hold 2 Sessions for up to 20 individuals (10 per session). Example: Administrator that understands the configurations and use cases of the ITRON solution.	OWOC Operational
OW Endpoint Training	Endpoint installation personnel are introduced to operational, installation, and troubleshooting of endpoints.	OW Endpoint Training
Network Device Training	RF Network personnel are introduced to operational, installation, and troubleshooting of CGR (Connected Grid Routers).	CGR Technical Training
FAN Site Survey & Mitigation Training	This will be hands on field training on how to perform site surveys, and mitigation of Field Area Network equipment and performance.	Field process review
IT Security Overview	This session will be to educate CUSTOMER resources on the security of the hosted Solution including types of access to applications, and to answer additional security concerns	IT Security Overview
End user/Operational Training	This End User interactive training session is designed to give basic users hands on training in using the primary IA Customer Service Dashboard and its report tools in analyzing usage relating to customer inquiries, billing, etc. User will learn how to access the Itron Analytics web interface, understand its functionality, and use its rich features that will assist the user in completing their work tasks.	Analytics

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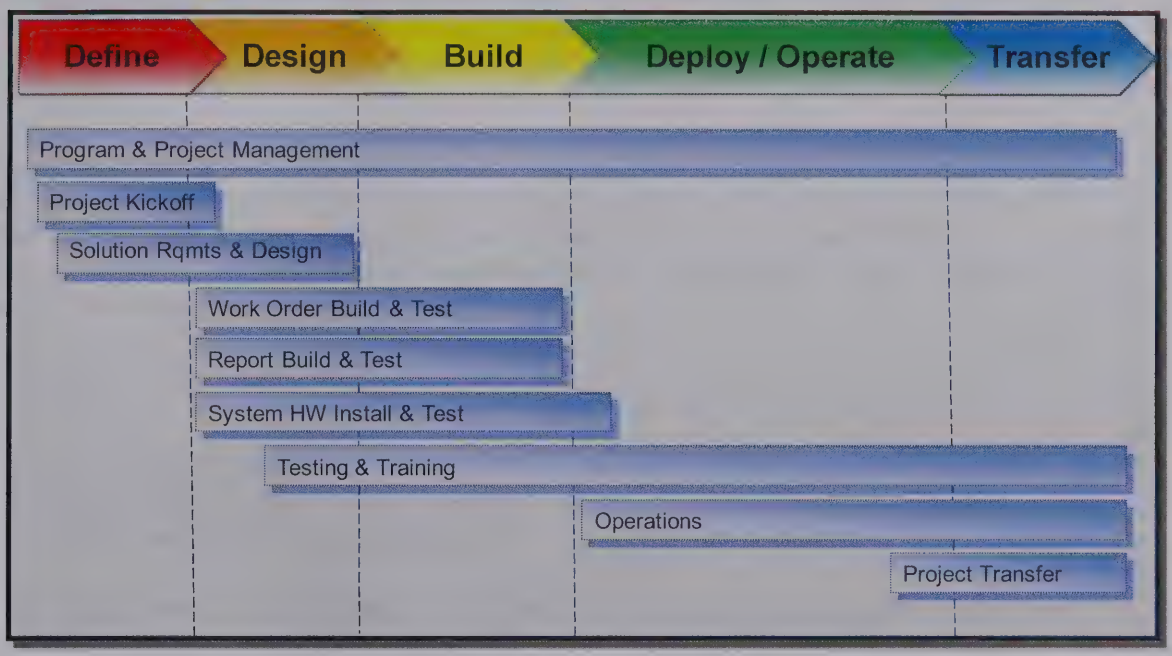

Itron's Advantage Delivery Methodology consists of five steps: Define, Design, Build, Deploy/Operate and Transfer.

The Define step includes gathering resources and information needed to initiate and manage the PROJECT, understand the CUSTOMER's specific needs and to communicate the objectives and plan to successfully deliver the TRON solution. It also includes a requirement gathering workshop to ensure PROJECT requirements will be met through system design and/or business process solutions. ITRON will identify, define, and document the testing requirements for both Endpoint Acceptance and System Performance Acceptance.

During the Design step the ITRON project team works with the CUSTOMER project team to perform detailed planning for each of the PROJECT deliverables such as the refined Network Design and Acceptance processes. At the end of the design phase ITRON will provide the CUSTOMER a BSRD document and a TAD document detailing the requirements and architecture developed in the Define and Design methodology steps. The CUSTOMER will provide ITRON the Acceptance test schedule and process flows to ensure a successful deployment, and that business objectives are met.

During the Build step the ITRON project team will use the design documents to configure and perform basic functional tests to validate components of the Solution. CUSTOMER staff will be trained, facilities will be set up, and the CUSTOMER will develop and execute testing with support from ITRON.

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During the Deploy/Operate step ITRON will deploy Endpoints. Endpoints Acceptance procedures will continue throughout the Deploy phase. CUSTOMER will validate the Solution, which will include end-to-end system integration of basic monthly meter reading functionality. After acceptance, the OWOC will be formally transitioned to ITRON Managed Services, with ITRON Managed Services being the point of entry for OWOC support questions by CUSTOMER.

During the Transfer step, ITRON will work with the Contactor project team to transition the Solution to the ITRON Managed Services team made available to help the CUSTOMER and which are contracted for under the MSA. Additionally, ITRON will support PROJECT activities including, but not limited to, vacation of facilities, final billing, PROJECT lessons learned and contract close-out.

Project Resources

In support of the PROJECT, ITRON will provide qualified and professional resources. ITRON shall provide a Project Manager for the duration of the PROJECT who will support PROJECT implementation activities defined in this document.

ITRON shall provide a Business Consultant to facilitate the define/design workshops and ensure the requisite deliverables (i.e. BSRD and TAD) accurately define the Solution.

Any changes in scope or the Project team will be managed via the Change Control Process set out in the Change Control Section of this document.

Itron Project Roles and Responsibilities

The following table provides an overview of the ITRON project roles and responsibilities.

Itron Role	Responsibilities
Project Sponsor	– Project sponsor – Responsible for overall communications – Attends CUSTOMER executive stakeholder reviews – Point of escalation for issue/risk resolution – Overall project accountability – Responsible for project strategy, planning, staffing and financials – Supports Itron staff, with internal activity requirements
Project Manager (PM)	Responsible for overall onsite Itron project delivery management as it relates to the Itron Solution deliverables and responsibilities described in the SOW including: – Schedules Itron Project resources – Secures Itron resources for work

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Itron Role	Responsibilities
	– Manages scope and project planning – Manages project financials – Manages the Itron Project Plan – Manages project reporting – Manages issues and risks – Manages the Change Control Process – Manages the contract – Manages Itron internal management tasks and reporting – Responsible for Itron policy management for project resources – Detailed responsibilities including: – Solution Delivery interface with SaaS related issues. – BSRD and TAD Creation and Signoff – Itron Training Delivery – Go-Live Support
Implementation Manager (IM)	Responsible for management of Meter/Endpoint, and Field Area Network installation as it relates to the Itron Solution deliverables and responsibilities described in the SOW including: – Schedules Itron Installation Project resources – Secures Installation Itron resources for work – Manages Installation scope and project planning – Manages Installation project financials – Manages the Itron Installation Project Plan – Manages Installation project reporting – Manages Installation issues and risks – Manages the Change Control Process – Manages the contract – Manages Itron Installation internal management tasks and reporting – Responsible for Itron policy management for project resources
Technical Consultant/s (TC)	Provides technical services, support and assistance: – Product Implementation Lead for the configuration of the SaaS environment – Provides Project technical input. – Data workflow – Systems integration support – Configures and supports testing of software – Supports: o Management of the SaaS environments during Project. o Requirements gathering o Technical Issue evaluation/resolution o Technical Training activities

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Itron Role	Responsibilities
	– Provides "Go-Live" technical support. – Assists with desktop evaluation for acceptance activities.
Business Consultant (BC)	Provides: – Solution Capabilities Overview – Facilitates business requirements gathering (BSRD) – Provides Training/Train the Trainer Training and training support material. – Support for Itron related software testing activities (functional and/or integration testing).
Field Engineer	Responsible for design of the FAN including site surveys Training. The field engineer is also responsible to support troubleshooting of performance issues impacting the ability to meet acceptance commitments.
Field Service Representative (FSR)	Responsible for Installation of Meters/Endpoints in accordance with the procedures identified in the Project Control Manual.

Customer Project Roles and Responsibilities

The following table provides an overview of the CUSTOMER project roles and responsibilities.

CUSTOMER Role	General Responsibilities
Project Manager	Works collaboratively with Itron Project Manager: – Manages overall AMI Project – Tracks progress – Manages communications and reporting – Integrates with CUSTOMER's PMO function on behalf of the AMI project team – Manages Project issues – Manages Project Plan – Reviews key documentation – Manages CUSTOMER Project resources and resource scheduling
Business Lead	– Has in-depth knowledge of the meter to cash business process

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CUSTOMER Role	General Responsibilities
	– Works collaboratively with Itron Business Consultant – Gathers business requirements – Leads design and testing – Manages issue tracking for testing – Coordinates development of test cases – Reviews the BSRD and/or other document requirements – Supports organizational change management within CUSTOMER – Provides Tier 1* support for system issues encountered during testing to Production – Provides Tier 2* support for system issues encountered during post Production – Note: * Tiers defined in Testing section of this SOW.
Technical Resource	– Acts as the CUSTOMER technical lead on the Project – Has access to other CUSTOMER technical or support resources and systems as may be necessary to support the project work or to troubleshoot systems – Oversees CUSTOMER IT standards and IT server requirements (procurement and support) – Leads other system integration or upgrade requirements – Supports development of test cases – Supports Production upgrade and cutover – Provides "Go-Live" technical support – Leads final system performance validation – Supports SaaS Change Management Process – Provides Tier 1* support for system issues encountered during testing to Production – Provides Tier 2* support for system issues encountered during post Production – Works collaboratively with Itron Technical Consultant to: o Telecommunications infrastructure o VPN tunnel responsibility – Evaluate design requirements and supporting documentation Note: * Tiers defined in Testing section of this SOW.
Integration TC	– Will be required to manage and perform integration requirements with back-office systems including CIS.
Field Deployment Lead	– Manages field device and meter related activities including First Article Testing approval, configurations, field deployment, and field mitigation efforts. – Manages deployment and hardware device related staff. – Manages field staff responsible for site surveys, site make ready, installation and mitigation activities.

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CUSTOMER Role	General Responsibilities
Others	– Database Administrator – Builds, maintains, and tunes CUSTOMER managed database(s). – Network Administrator – Provides system access. Understands and provides expertise on the interfaces between the various data systems on the network – Testers – Perform CUSTOMER specific testing requirements (i.e. System Performance testing, etc.) as agreed in SOW – Meter Techs/Field Techs – Assist with meter configurations, Field site surveys, Meter, Module and FAN make ready and installations, field investigations for hard to read meters & inside Meters and Modules, Meter, Module and FAN optimization. Logistics – Coordinates order entry, forecasting, RMA, etc. – System Operators – CUSTOMER to provide Operators to be trained on the system operations, and manage operations for OpenWay Riva solution. Responsible for other systems including billing operational requirements, etc. CUSTOMER will provide an Operator Lead to manage the CUSTOMER operations requirements, and provide Tier 1 support to operators. – Billing / Work Order Specialists – manage, on a daily basis, the engagement with customers for follow-up, exception orders, and data quality – Communications Specialist – develops and approves all communications with customers, including internal and external project communication updates, press releases, educational meetings, etc.

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E. Appendix C: OpenWay Riva – Proposed Meshy

The network design is based on the following assumptions:

1. The network design is predicted to enable the Solution to meet network coverage of 100.0% of locations provided by the CUSTOMER and validated Lat/Long Meter locations.

2. All proposed network device locations are located on Customer owned infrastructure unless otherwise noted.

3. Pole heights assumptions are included in the network design for each network location.

4. The network design utilizes 500W OpenWay Endpoints, Connected Grid Routers (CGR) and 100W Endpoints.

5. The network design does not assume there is any RF blockage issues in the Service Territory. If there is RF blockage, ITRON shall work to resolve this during the PROJECT. After Final System Acceptance, CUSTOMER will work with ITRON's support to resolve RF issues.

6. The proposed location for the initial placement of each network device was identified using refreshed GIS information received from Customer for which the attached December 3, 2018.

The FAN shall perform in accordance with the Operating Specifications and the FAN Network Design:

FortWayne(Cityof)_IN
_500WRemote%20to'

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[illegible]

Below is a sample of the Master Data Import file in XML format that would come from the CIS system to populate OWOC with configuration data.

Details to be reviewed during project workshops, where Itron to Provide Documentation on developments to Itron Standard application programming interface (API's).

<MasterDataImport xmlns:xsi="http://www.w3.org/2001/XMLSchema-instance" xmlns="http://www.itron.com/masterdata/2013/03"><SetServicePoint ServicePointId="7710005787" EquipmentType="Endpoint" CommodityType="Water" PremiseId="0000105840" TimeZone="MountainUSNoDst" PrimaryCollectionSystem="FixedNetwork" DeviceWillSupportTwoWay="true"><SetAccount AccountId="8002400000" AccountNumber="8002400000" RevenueClass="SFRES" CustomerFirstName="BAKER,JUDY"><BillingAddress StreetAddress="1111 HAFFLINGER LN" CUSTOMER="RENO" State="NV" Zip="89521" Country="USA"></BillingAddress><AccountLinkRange Start="2008-12-24T12:49:14.000000-07:00" End="EOT"></AccountLinkRange></SetAccount><SetAccount AccountId="8002400000" AccountNumber="8002400000" RevenueClass="SFRES" CustomerFirstName="BAKER,JUDY"><BillingAddress StreetAddress="1111 HAFFLINGER LN" CUSTOMER="RENO" State="NV" Zip="89521" Country="USA"></BillingAddress><AccountLinkRange Start="2008-12-24T12:49:14.000000-07:00" End="EOT"></AccountLinkRange></SetAccount><SetAccount AccountId="8002400000" AccountNumber="8002400000" RevenueClass="SFRES" CustomerFirstName="BAKER,JUDY"><BillingAddress StreetAddress="1111 HAFFLINGER LN" CUSTOMER="RENO" State="NV" Zip="89521" Country="USA"></BillingAddress><AccountLinkRange Start="2008-12-24T12:49:14.000000-07:00" End="EOT"></AccountLinkRange></SetAccount><SetAccount AccountId="8002400000" AccountNumber="8002400000" RevenueClass="SFRES" CustomerFirstName="BAKER,JUDY"><BillingAddress StreetAddress="1111 HAFFLINGER LN" CUSTOMER="RENO" State="NV" Zip="89521" Country="USA"></BillingAddress><AccountLinkRange Start="2008-12-24T12:49:14.000000-07:00" End="EOT"></AccountLinkRange></SetAccount><SetAccount AccountId="8002400000" AccountNumber="8002400000" RevenueClass="SFRES" CustomerFirstName="BAKER,JUDY"><BillingAddress StreetAddress="1111 HAFFLINGER LN" CUSTOMER="RENO" State="NV" Zip="89521" Country="USA"></BillingAddress><AccountLinkRange Start="2008-12-24T12:49:14.000000-07:00" End="EOT"></AccountLinkRange></SetAccount><SetAccount AccountId="8002400000" AccountNumber="8002400000" RevenueClass="SFRES" CustomerFirstName="BAKER,JUDY"><BillingAddress StreetAddress="1111 HAFFLINGER LN" CUSTOMER="RENO" State="NV" Zip="89521" Country="USA"></BillingAddress><AccountLinkRange Start="2008-12-24T12:49:14.000000-07:00" End="EOT"></AccountLinkRange></SetAccount><SetAccount AccountId="8002400000" AccountNumber="8002400000" RevenueClass="SFRES" CustomerFirstName="BAKER,JUDY"><BillingAddress StreetAddress="1111 HAFFLINGER LN" CUSTOMER="RENO" State="NV" Zip="89521" Country="USA"></BillingAddress><AccountLinkRange Start="2008-12-24T12:49:14.000000-07:00" End="EOT"></AccountLinkRange></SetAccount><Address StreetAddress="597 E SUNBURST LN" CUSTOMER="TEMPE" State="AZ" Zip="85283" Country="USA"></Address></SetServicePoint></MasterDataImport>

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SIGNATURE PAGE
TO
STATEMENT OF WORK

APPROVED this 17th day of September, 2019.
BOARD OF PUBLIC WORKS

By: ABSENT
Shan Gunawardena, Chair

By: _____
Kumar Menon, Member

By: Mike Avila
Mike Avila, Member

Attest: _____
Michelle Fulk-Vondran, Clerk

Itron, Inc.

By: DocuSigned by: _____
B423AAC598A54AD...

Printed name and Title: Robert Farrow VP Treasury

Date: 9/16/2019

IMPROVEMENT RESOLUTION NO. 0372D

Alley R01512, R01513 N-S - W Foster Pkwy, Lexington Ave, Buell Dr, Hoagland Ave
WORK ORDER NO. 0372D

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

A N-S Alley from Lexington Ave. to W. Foster Parkway between Buell St. and Hoagland Ave., by removing and replacing existing concrete alley, alley drive approaches, concrete sidewalk and restoration.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 24 day of September, 2019.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

ABSENT
Kumar Menon, Member

Mike Avila, Member

ATTEST:
Michelle Fulk, Clerk

IMPROVEMENT RESOLUTION NO. 0429T

E Washington & Schick Signal Underground
WORK ORDER NO. 0429T

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Installation of foundations, handholes and conduit for traffic signal at E Washington Blvd and Schick Street.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement.

Adopted this 24 day of September, 20 19.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

ABSENT
Kumar Menon, Member

Mike Avila, Member

ATTEST:
Michelle Fulk-Vondran, Clerk

BAIRD ROAD WATER MAIN EXTENSION
RESOLUTION NO. 66926

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Installation of 5330' of 12" HDPE pipe via horizontal directional drilling, along with associated hydrants, valves, and other appurtenances.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **BAIRD ROAD WATER MAIN EXTENSION.**

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Water Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associated with this project.

Declares the engineer's estimate of the project's total cost is $530,000.00.

APPROVED THIS 24 DAY OF September, 2019.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chairman

BY: ABSENT
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

A RESOLUTION PROVIDING FOR THE ELIMINATION OF A GRADE CROSSING; REPEALING ALL PRIOR ACTIONS IN CONFLICT HEREWITH; AND FOR OTHER PURPOSES

RESOLUTION NO. 106-9-24-19-1

WHEREAS, it is within the authority of the City of Fort Wayne, IN to voluntarily eliminate grade crossings within the municipal street system; and

WHEREAS, it has been determined reasonably necessary in the interest of public safety to eliminate highway grade crossing, Wabash Ave. - DOT# 478 224V, RR Milepost D 145.13; and

WHEREAS, it has been determined that the enhancement of public safety resulting from such elimination of the grade crossing will outweigh any inconvenience to the reasonable passage of public traffic, specifically including without limitation emergency vehicle traffic, caused by rerouting such traffic; and

WHEREAS, the closing of the crossing Wabash Ave. - DOT# 478 224V

NOW, THEREFORE, BE IT RESOLVED by the Board of Public Works, City of Fort Wayne, and it is hereby established by authority of the same, as follows:

Section 1. The City hereby directs the elimination of the highway grade Crossing, Wabash Ave. - DOT# 478 224V, RR Milepost D 145.13

Section 2. A copy of this resolution shall be served on Norfolk Southern Corporation.

Section 3. Norfolk Southern Corporation shall at its expense physically remove the crossing from the tracks and beyond the ends of the crossties on each side and erect an approved barricade and the City may remove the remaining approaches to the crossing.

Section 4. Upon receipt of a signed resolution, Norfolk Southern Corporation will provide an incentive payment to the City of Fort Wayne in the amount of $70,000.

Section 5. All ordinances or parts of ordinances in conflict herewith are repealed.

SO RESOLVED, this 24 day of Sept, 2019.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: ABSENT
Kumar Menon, Member

BY: Mike Avila
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

CITY OF FORT WAYNE

BY: _____
Thomas C. Henry, Mayor

Oct 2019

IMPROVEMENT RESOLUTION NO. 0311S

Bluffton Road Sidewalk Construction Ph. 3
WORK ORDER NO. 0311S

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Bluffton Road from Dunkelberg Road to 200L.F. North of Airport Expressway (East Side) by constructing Phase 3 of new 5' wide concrete sidewalk, project will also include ADA compliant ramps, pedestrian push buttons, pedestrian crosswalks, stormwater pipes and seed, mulch, and restoration.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 1st day of October, 2019.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0401D

Alley (R00156) East-West: Kensington Blvd., Woodward Ave., Lynn Ave., E State Blvd.
WORK ORDER NO. 0401D

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

The east-west alley bound by Kensington Blvd., Lynn Ave., Woodward Ave., State Blvd. by removal and reconstruction of existing concrete alley.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 1st day of October, 2019.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

NORTHWEST PUMP STATION #1 ELECTRICAL IMPROVEMENTS
RESOLUTION NO. 66632

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

The Project includes improvements to the existing electrical system at Northwest Pump Station #1. Replacement of entire electrical system, re-routing of Conduits, new starters, replacement of variable frequency drives with reduce voltage soft starts, and installation of various other equipment.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Northwest Pump Station #1 Electrical Improvements.

Declares the cost of the said improvements shall be paid by the funds from public funds Fort Wayne Water Utility Revenue.

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $200,000.00.

APPROVED THIS 1st DAY OF October, 20 19.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

CSOCM11 – 3RPORT Deep Dewatering Pump Station Electrical Feeds from WWPS
RESOLUTION NO. 76759

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the installation of infrastructure and cabling to provide power for future Deep Dewatering Pump Station located on the grounds of the Water Pollution Control Plant from the Wet Weather Pumping Station which is located on the north side of the Maumee River across from WPCP.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, CSOCM11 – 3RPORT Deep Dewatering Pump Station Electrical Feeds from WWPS.

Declares the cost of the said improvements shall be paid by the funds from public funds from Fort Wayne Sewer Utility (State Revolving Fund).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares there is no property acquisition.

Declares the engineer's estimate of the project's total cost is $ 1,830,000.

APPROVED THIS 1st DAY OF October, 20 19.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

A RESOLUTION OF THE CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS
APPROVING THE PURCHASE OF CERTAIN REAL PROPERTY
LOCATED AT 2502 DWENGER AVE

RESOLUTION NUMBER 106-10-8-19-1

WHEREAS, the City of Fort Wayne (the "City") wishes to purchase that certain improved real property located at 2502 Dwenger Avenue, more fully described in Exhibit "1" attached hereto, incorporated herein by this reference (the "Real Estate");

WHEREAS, the purchase of the Real Estate is in the best interest of the public health, safety, and welfare, and will facilitate City Utilities' needs for office space, equipment and vehicle storage, and future expansion of the Water Pollution Control Plant, and for other purposes; and

WHEREAS, the owner of the Real Estate, Scherer Realty, LLC, wishes to voluntarily sell the Real Estate to the City for an agreed-upon purchase price of One Hundred and Ninety Thousand Dollars and Zero Cents ($190,000.00), pursuant to the terms of the purchase agreement attached as Exhibit "2" hereto, incorporated herein by this reference.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF FORT WAYNE, INDIANA, BOARD OF PUBLIC WORKS AS FOLLOWS:

The purchase of the Real Estate by the City of Fort Wayne, Indiana, for the purchase price of One Hundred and Ninety Thousand Dollars and Zero Cents ($190,000.00) is hereby approved.

(Remainder of the page intentionally left blank—signature page to follow.)

APPROVED this 8th day of October, 2019.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____ 10.8.19
Michelle Fulk-Vondran, Clerk

Prepared by: Seth Weinglass, City of Fort Wayne, Program Manager, Capital Project Services

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS
COUNTY OF ALLEN)

Before me, a Notary Public, in and for said County and State personally appeared Shan Gunawardena, Kumar Menon, and Mike Avila, as Members of the Board of Public Works of the City of Fort Wayne, and Michelle Fulk-Vondran, Clerk of the Board of Works, and acknowledged the execution of the foregoing contract as and for their voluntary act and deed for the uses and purposes therein contained.

WITNESS my hand and notarial seal this 8th day of October, 2019.

My Commission Expires:

MICHELLE R NELSON
Notary Public - Seal
State of Indiana
Allen County
My Commission Expires Nov 6, 2022

Michelle R. Nelson
Notary Public

Resident of Allen County

Michelle R. Nelson
Printed Name of Notary

EXHIBIT 1

PROPERTY OWNER NAME AND MAILING ADDRESS:

Landowner:	Scherer Realty, LLC
Mailing Address:	107 N Hadley Rd Fort Wayne, IN 46804

AFFECTED PROPERTY:

Address:	2505 Dwenger Avenue
Parcel ID Number:	02-13-06-402-001.000-074
Legal Description:	Lots 23 through 30 of Whites 4th Addition
Last Deed:	Document number 204003001

INTEREST TO BE ACQUIRED: Fee simple in the entire parcel, comprising 1.755 acres, including all appurtenances and structural improvements.

2502 Dwenger Ave

October 2, 2019

This map is intended for general reference purposes only. The information displayed herein is not guaranteed to be

© 2015 City of Fort Wayne

EXHIBIT 2

REAL PROPERTY PURCHASE AGREEMENT

Fort Wayne City Utilities

The **City of Fort Wayne** ("**Buyer**") agrees to **purchase** the fee simple title to **all of** the following Real Property ("Property") for the consideration stated below subject to the conditions, requirements, and stipulations described in the following Purchase Agreement.

CONTACT INFORMATION and LOCATION OF PROPERTY

Owner(s) Name(s): Scherer Realty, LLC ("Seller")
Primary Telephone: 260-609-3710
E-mail: pamelagleason@aol.com

Mailing Address: 107 North Hadley Road
City/Town: Fort Wayne, State: Indiana Zip Code: 46804

Property Address: 2502 Dwenger Avenue
City/Town: Fort Wayne, Indiana (Zip Code): 46803

Latest Deed of Record:
Document Number: 204003001

Platted Parcel:
Tax ID Number: 02-13-06-402-001.000-074

Lot Number: 23-30 Subdivision Name: Whites 4th Addition

Land area of total parcel: 1.76 acres

PURCHASE PRICE

The **City** agrees to **pay to the Seller** the total purchase amount of **$190,000.00 (One Hundred Ninety Thousand Dollars and Zero Cents)** for the Property which **includes the entire parcel of land and the accessory buildings.**

NOTE: The **Seller** certifies that no substantial changes have occurred to the Property to reduce the value determined by the appraisals, as of the effective date of this Purchase Agreement.

EXPIRATION OF OFFER

This Purchase Agreement shall be returned to the **City** no later than **12 noon,** on **April 12, 2019**, otherwise this Purchase Agreement shall be null and void and both parties shall be released from the transaction.

APPROVALS BY BOARD OF PUBLIC WORKS and COMMON COUNCIL

This transaction is subject to approval by both the Board of Public Works and the Common Council of the City of Fort Wayne, Indiana. In the event that either body does not approve this transaction, the transaction shall be terminated and both parties shall be released from this Purchase Agreement.

CLOSING

Closing Date:

The closing date for this transaction shall be on or before **September 9, 2019**, or this Agreement shall terminate unless an extension of time is mutually agreed to in writing. Any change in the closing date shall be agreed to in writing by both parties.

JBS

REAL PROPERTY PURCHASE AGREEMENT
Fort Wayne City Utilities

Location of Closing:
The closing shall be held at TBD

Closing Fees:
All fees charged by the closing agent, including document preparation and recording fees shall be paid by the **Buyer**.

EARNEST MONEY
If the City of Fort Wayne is the Purchaser:
The **City** as a policy does not pay earnest money.

METHOD OF PAYMENT
The entire amount shall be paid in **cash**.

Both parties agree that all funds delivered to the closing agent's escrow account shall be such that the closing agent shall be able to distribute all funds in accordance with I.C. 27-07-3.7-1 through 27-07-3.7-1-10, inclusive. Furthermore, all funds sent from one source, when the amount is **$10,000.00** or greater, shall be sent in the form of an irrevocable wire transfer to the escrow account of the closing agent, and all funds under **$10,000.00** from one source shall be guaranteed to be "Good Funds" as defined by the aforesaid Indiana Code.

POSSESSION
Possession of the Property shall be given to the Buyer **at closing.** If the **Seller** does not grant possession by the date and time stated above, the **Seller** shall pay the **Buyer** the amount of **$100** per day as liquidated damages until possession is delivered to the **Buyer.** The **Buyer** shall have all other legal remedies available for use against the **Seller,** to the extent allowed by law.

PROPERTY MAINTENANCE
Lawn Mowing:
The **Seller** shall keep the lawn mowed so as to not violate tall grass/weed ordinances, and shall mow the grass within two (2) calendar days of possession by the **Buyer**, when the **Buyer** takes possession between April 1st and November 15th, subject to any drought conditions that may be present.

Notice of Defective Conditions:
The **Seller** certifies that no governmental agency has served notice ordering the repair or correction of any defective conditions.

The **Seller** shall maintain the Property in its present condition until the **Buyer** takes possession. The **Buyer** may inspect the Property prior to closing to determine whether there is compliance with this clause.

LOSS OR DAMAGE PRIOR TO CLOSING
In the event the Property is damaged by fire, flooding, storm, vandalism, earthquake, or any other cause, prior to the closing, the parties to this Purchase Agreement shall proceed as follows:

In the event any damage or destruction occurs, prior to closing, the **Seller** shall make all necessary repairs to return the Property to the condition it was in prior to the damage or destruction. The **Seller** shall maintain adequate property casualty insurance on the Property, and shall also be

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responsible for the payment of any and all insurance deductible(s). If the Property is not fully repaired prior to closing, the **Buyer**, at its choosing, may terminate this Agreement and the **Seller** shall return the earnest money, if any earnest money was given, to the **Buyer** within thirty (30) calendar days.

FLOOD HAZARD AREA

The **Buyer** **may not** cancel this Purchase Agreement if the Property is located in a flood hazard zone.

OTHER USE LIMITATIONS

The **Buyer** **may not** terminate this Agreement if the Property is subject to building or use limitations defined by local zoning ordinances which materially affect the **Buyer's** intended use of the Property.

INSPECTIONS

The **Buyer** acknowledges that it has the right to obtain independent inspections disclosing the condition of the Property, including any buildings, and has been given the opportunity to order those inspections as a part of its due diligence efforts prior to concluding the transaction.

The **Buyer** **reserves its right** to conduct independent inspections. All inspections are at the **Buyer's** expense and shall be performed by licensed independent inspectors or qualified independent contractors that shall be chosen by the **Buyer**, and paid for their services by the **Buyer**.

The **Seller** shall make arrangements so that all areas of the Property, including any buildings, are open and accessible for inspection.

Inspections and Response Periods:

All inspections that Buyer intends to undertake shall be ordered by the **Buyer** immediately following the execution of this document. In the event that the presence of a defect is revealed, **Buyer** shall have 10 calendar days to respond to **Seller** in writing with regard to any such inspection, following which Buyer shall have 10 calendar days to request, obtain, and respond to **Seller** in writing with regard to any supplementary reports.

If the Buyer does not respond in writing to Seller within the above time periods with regard to a problem revealed in a report, or timely request a reasonable extension of time in writing, then the Property shall be deemed to be acceptable. Should either party fail to respond to an inspection response from the other within five calendar days, or timely request a reasonable extension of time in writing, then that inspection response is deemed accepted. Making a timely written request for an extension of time does not constitute acceptance of an inspection response, whether or not the request is granted.

In the event that Buyer reasonably believes that an inspection has revealed a defect with the Property, not disclosed by Seller prior to entering into this Purchase Agreement (and excluding routine maintenance and minor repair items), and the Seller fails to remedy the defect to the Buyer's reasonable satisfaction before closing, then Buyer may terminate this Purchase Agreement. Alternatively, Buyer may waive the right to have the defect cured prior to closing, or Buyer and Seller may agree to have the defect remedied following closing.

(Under Indiana law, a "defect" means a condition that would have a significant adverse effect on the value of the Property, that would significantly impair the health or safety of future occupants of

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the Property, or that if not repaired, removed, or replaced, would significantly shorten or adversely affect the expected normal life of the premises.)

DISCLOSURES

The **Buyer** has **waived** the "Lead-Based Paint Certification and Acknowledgment" form.

TITLE WORK and DEED

Before closing, the **Buyer** shall be furnished with a title insurance commitment using the most current and comprehensive ALTA Owner's Title Insurance Policy available in an amount equal to the purchase price. In order to proceed with the transaction, the **Seller** shall have marketable title to the Real Property in the **Seller's** name. The **Seller** shall convey the fee simple title to the Property free and clear of any encumbrances and title defects, with the exception of any restrictions or easements of record not substantially interfering with the **Buyer's** planned use of the Property.

Title Insurance Fees:

The premium for the title insurance policy and all fees charged to prepare an Owner's Title Insurance Policy shall be paid by the **Buyer.**

The costs to resolve any title issues affecting the Property so that marketable title can be conveyed shall be paid by the **Buyer**.

Type of Deed:

The conveyance of the Property shall be accomplished with a Warranty Deed, subject to easements, restrictive covenants, other encumbrances of record, and taxes.

REAL PROPERTY TAXES

All real property taxes that have been assessed for any prior calendar year that have not been paid shall be paid by the **Seller**. Real property taxes that have been assessed for the present year, that are due and payable in the year after closing, shall also be paid by the **Seller** prorated up to the day immediately prior to the closing date.

For the purpose of determining the amount to be credited for accrued but unpaid taxes, the taxes shall be assumed to be the same as the most recent year for which taxes were billed based upon the certified tax rates. This settlement shall be final.

PRORATIONS for PUBLIC UTILITIES and SPECIAL ASSESSMENTS

Utilities and Garbage Services:

The **Seller** shall pay for all public utility and garbage service charges up to the last day of possession.

Special Assessments for Public Improvements:

The **Seller** shall pay any special assessments assessed against the Property for public improvements previously made by a governmental unit that benefit the Property. The **Seller** certifies that it has no knowledge of any proposed improvements which may result in assessments.

Public improvements that will benefit the Property that are not completed as of the closing date, but will result in an assessment against the Property shall be paid by the **Buyer**.

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REAL PROPERTY PURCHASE AGREEMENT

Fort Wayne City Utilities

LEGAL JURISDICTION

This Purchase Agreement shall be interpreted under and according to the laws of the State of Indiana and shall be binding upon the **Buyer** and **Seller**, their respective heirs, successors, assigns administrators, executors, and legal representatives. All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the Property.

LEGAL FEES

A party to this Purchase Agreement who prevails in any legal proceeding against any other party brought in regard to this Purchase Agreement or associated transaction shall be allowed to recover court costs and reasonable attorney's fees from the other party, to the extent permitted by law.

SAVINGS CLAUSE

If any provision contained in this Agreement is found to be illegal or unenforceable in any respect, that determination shall not affect any other provision of this Purchase Agreement.

OTHER STIPULATIONS

A. All funds payable in this transaction shall be paid at the closing.
B. This Agreement constitutes the only agreement between the parties, supersedes any prior arrangements, understandings, or written or oral agreements between the parties with regard to this transaction, and cannot be changed without the written consent of each party.
C. The **Seller** certifies that the **Seller** is not a "Foreign Person" (pertains to an individual entity) and, therefore, is not subject to the "Foreign Investment in Real Property Tax Act."
D. The **Seller** discloses that it holds Indiana Real Estate License #_____.

ADDITIONAL CONDITIONS:

Purchase is conditional on satisfactory result of environmental inspection, ongoing as of the date of this agreement. Cost of environmental inspection is being shared by Buyer and Seller outside of this agreement, thus no cost adjustment shall be due to or from either party at closing by reason of such environmental inspection.

This Purchase Agreement may be executed concurrently in two or more counterparts, each of which shall be considered as an original document, but all of which altogether shall be one and the same document. The parties stipulate that this Purchase Agreement may be transmitted between them by U.S. Postal Service, other service such as FedEx, courier, facsimile, or e-mail. The parties acknowledge that digitally or electronically transmitted signatures shall be considered as original signatures and are binding on the parties. The City shall keep possession of the original of the Purchase Agreement.

By signing below, the parties to this transaction acknowledge receipt of a copy of this Purchase Agreement, and agree to the conditions, requirements, and stipulations as stated.

BUYER'S SIGNATURE:

Date: 3/22/19

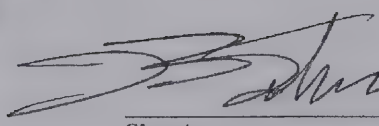
Seth Weinglass, Program Manager, Capital Project Services, Fort Wayne City Utilities
Telephone: 260-427-1330 Fax: 260-427-2540 E-mail: seth.weinglass@cityoffortwayne.org

SELLER APPROVAL and SIGNATURE(S):

This Purchase Agreement is ___ **ACCEPTED** ___ **REJECTED.**

REAL PROPERTY PURCHASE AGREEMENT

Fort Wayne City Utilities



David B Scheer Date: 3/22/2019

Signature **Printed Name & Title, if Applicable**

IMPROVEMENT RESOLUTION NO. 0335S

Lahmeyer Road Sidewalk Connection
WORK ORDER NO. 0335S

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Installing a new sidewalk, with ADA ramps, from Antebellum Blvd to Trier Rd on the west side of Lahmeyer Rd.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 8 day of October, 2019.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

Woodview Lift Station Improvements
RESOLUTION NO. 76727

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the replacement of pumps, valves, and controls at the existing Woodview Lift Station.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Woodview Lift Station Improvements.

Declares the cost of the said improvements shall be paid by the funds from public funds Fort Wayne Sewer Utility Revenue.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will not acquire any property rights.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $140,500.00.

APPROVED THIS __8th___ DAY OF OCTOBER, 2019.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____ 10.8.19
Michelle Fulk-Vondran, Clerk

MAPLE GROVE PHASE I DRAINAGE IMPROVEMENTS
RESOLUTION NO. 83638

RESOLUTION BY THE BOARD OF STORMWATER MANAGEMENT of the City of Fort Wayne, Indiana that:

Orders the installation of approximately 1587 LF of 12" thru 48" Storm Sewer on East Maple Grove Avenue.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Maple Grove Phase I Drainage Improvements.

Declares the cost of the said improvements shall be paid by the funds from Fort Wayne 2017 Stormwater Utility Revenue Bond.

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will acquire the property rights described in Attachment "A" (Property Acquisition Summary Sheet).

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $615,300.00

APPROVED THIS 8TH DAY OF OCTOBER, 2019.

BOARD OF STORMWATER MANAGEMENT

BY: _____
Matthew A. Wirtz, Chair

BY: _____
Shan Gunawardena, Member

BY: _____
Mike Avila, Member

ATTEST: _____ 10 8 19
Michelle Fulk-Vondran, Clerk

Attachment A - Property Acquisition Summary

Parcel No.	Address	Owner	PIN	Deed	Permananent Sq. Ft.	Temp Sq. Ft.
1	3330 E Maple Grove	Frederick L & Cheryl A Underwood	02-13-20-157-005.000-070	890029195	2,123.25	625
2	3327 Sequayah Pass	Alisa G Abrams	02-13-20-301-006.000-070	2017014622	557.51	0

Beckett's Relief Sewer- Forested Wetland Planting
RESOLUTION NO. 76473

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

The project consists of planting shrubs, trees, and grasses along Beckett's Run located north of Till Rd and east of Lima Rd.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **Beckett's Relief Sewer- Forested Wetland Planting.**

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Sewer Utility Revenue.

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares the engineer's estimate of the project's total cost is $57,000.

APPROVED THIS 15th DAY OF October, 2019.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kuman Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

CU 10·22·19

A RESOLUTION OF THE FORT WAYNE BOARD OF STORMWATER MANAGEMENT APPROVING REVISED STORMWATER UTILITY GENERAL RULES AND REGULATIONS

Resolution # 106-10-22-19-1

WHEREAS, The City of Fort Wayne, Indiana (the "City"), has adopted by ordinance the provisions of Indiana Code 8-1.5-5 (the "Act") by virtue of the adoption of Section 53 of the City of Fort Wayne, Indiana, Code of Ordinances (the "Code"); and

WHEREAS, Section 53.01(B) of the Code specifically authorizes the Board of Stormwater Management to establish and enforce rules and regulations governing the Department of Stormwater Management; and

WHEREAS, the existing Fort Wayne Stormwater Utility General Rules and Regulations were originally adopted in March, 1995; and

WHEREAS, due to changes in the legal and regulatory framework affecting stormwater issues, economic development in the City of Fort Wayne, and various environmental concerns, the Department of Stormwater Management conducted a comprehensive review of the existing Rules and Regulations and made recommendations on changes; and

WHEREAS, all affected stakeholders have been advised of the proposed changes to the Rules and Regulations and invited to comment; and

WHEREAS, the Department of Stormwater Management has incorporated feedback from interested stakeholders and is now ready to proceed with finalizing the Revised Fort Wayne Stormwater Utility General Rules and Regulations.

NOW, THEREFORE, IT IS RESOLVED BY THE FORT WAYNE BOARD OF STORMWATER MANAGEMENT AS FOLLOWS:

1. The Revised Fort Wayne Stormwater Utility General Rules and Regulations attached hereto are hereby ratified, confirmed, and approved in all respects, to be effective November 1, 2019.

2. On November 1, 2019, the existing Fort Wayne Stormwater Utility General Rules and Regulations shall be repealed and replaced with the Revised Fort Wayne Stormwater Utility General Rules and Regulations approved in Section 1 of this Resolution.

3. A copy of the Revised Fort Wayne Stormwater Utility General Rules and Regulations shall be published on the Fort Wayne City Utility website.

4. Nothing in this Resolution or the Revised Fort Wayne Stormwater Utility General Rules and Regulations shall affect the City's Policy Regarding Public and Private Stormwater Infrastructure approved on May 1, 2018 by Resolution #105-5-1-18-3, which policy shall remain in full force and effect.

APPROVED this 22nd day of October 2019.

FORT WAYNE BOARD OF STORMWATER MANAGEMENT

By: _____
Matthew Wirtz, Chair

By: _____
Shan Gunawardena, Member

By: _____
Mike Avila, Member

ATTEST:

_____ 10-22-19
Michelle Fulk-Vondran, Clerk

FORT WAYNE STORMWATER UTILITY

FORT WAYNE, INDIANA

GENERAL RULES AND REGULATIONS

Revised November 1, 2019

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FORT WAYNE STORMWATER UTILITY

GENERAL RULES AND REGULATIONS

The City of Fort Wayne, Indiana (the "City"), has adopted by ordinance the provisions of Indiana Code 8-1.5-5 (the "Act") by virtue of the adoption of Section 53 of the City of Fort Wayne, Indiana, Code of Ordinances (the "Code"). Pursuant to the Act and the Code, the City has established a Department of Stormwater Management governed by a Board of Directors (the "Board"). Section 53.01(B) of the Code specifically authorizes the Board to establish and enforce rules and regulations governing the Department of Stormwater Management.

In accordance with the Act and the Code, the Board has established the following General Rules and Regulations to provide for the implementation of the provisions of Chapter 53 of the Code.

Together, Chapter 53 of the Code and these General Rules and Regulations provide for the safe and efficient capture and conveyance of stormwater runoff, the construction and maintenance of the City's stormwater management system and the regulation, assessment, collection and crediting of rates and charges for stormwater management by the Stormwater Utility ("Stormwater Utility").

These General Rules and Regulations are intended to supplement Chapter 53 of the Code and should be read to the maximum extent possible under applicable law to be consistent with the Act and the Code. To the extent of any conflict between these Generals Rules and Regulations and the Act and the Code, the Act and the Code shall apply, subject to the provisions of Section XIII hereof.

For simplification purposes, the masculine gender pronoun is used throughout these General Rules and Regulations, but represents both the masculine and feminine pronoun.

The City's Division of City Utilities ("City Utilities") maintains rules and regulations specifically applicable to the operation of the City's sanitary sewer utility ("Sewer Utility") and to the operation of the City's water utility ("Water Utility"). Please refer to those documents for questions about Sewer Utility and Water Utility policies and practices.

I. STATEMENT OF PURPOSE AND INTENT

According to the Environmental Protection Agency (the "EPA"), stormwater runoff is one of the largest contributors to water quality impairments in urban and urbanizing areas of the United States. When polluted stormwater runoff is discharged directly into surface water bodies, several adverse effects may occur: public health can be threatened; drinking water sources may be contaminated; aquatic habitats can be damaged or destroyed; and aesthetic values of waterways can decline.

Management of stormwater runoff quality and quantity is critical to ensuring the integrity of valuable surface water resources, the protection of publicly owned infrastructure, the protection of public health and safety, and a community's ability to grow and thrive. An effective approach to managing stormwater runoff and its related impacts is the operation of a utility that delivers stormwater management services.

A. Purpose of the Stormwater Utility

1. To provide for effective operation of a stormwater management system within the City;

2. To protect public health, safety and welfare by providing for the safe and efficient capture and conveyance of stormwater runoff from public and private property and to correct stormwater management (drainage) problems that impact public property;

3. To present to the City's legislative body for approval reasonable stormwater management charges proportionate to the cost of providing stormwater management service to each user in order to fund the activities of stormwater runoff management;

4. To authorize the establishment and implementation of plans for the stormwater management system including: operation and maintenance; design, coordination, construction, construction management and inspection of system improvements; and enforcement of the Code and these General Rules and Regulations;

5. To encourage and facilitate the protection of urban water resources; and

6. To ensure the City's compliance with its National Pollutant Discharge Elimination System (NPDES) stormwater discharge permit(s).

B. General Rules and Regulations

To protect facilities, improvements and properties owned by the City; to secure the best results from the construction, operation and maintenance thereof; and to prevent damage and misuse of any drainage facilities, improvements or properties within the City; the Board may make and enforce rules and regulations that it deems reasonable and necessary to:

1. Prescribe the manner in which storm sewers, ditches, channels and other stormwater management facilities are designed, installed, adjusted, used, altered or otherwise changed;

2. Prescribe the manner in which such facilities are operated;

3. Protect all facilities, improvements and properties under the City's jurisdiction;

4. Protect water quality through the management of stormwater runoff;

5. Facilitate the enforcement measures described in Chapter 53 of the Code; and

6. Prescribe procedures for collection of the stormwater management service charge and timing of service charge bills.

II. DEFINITIONS

For the purposes of these General Rules and Regulations, the following definitions shall apply unless the context clearly indicates or requires a different meaning. Words and terms used herein shall have meanings as defined herein, as defined in Chapter 53 of the Code, or as appropriate to the context used.

"Shall" means mandatory; "may" means permissible.

ABATEMENT - Any action taken to remedy, correct, or eliminate a condition within, associated with, or impacting a stormwater management system.

ACT – Indiana Code 8-1.5-5 *et seq.*

BEST MANAGEMENT PRACTICE ("BMP") - Structural and/or non-structural controls that temporarily store or treat stormwater runoff to reduce flooding, improve water quality and provide other benefits.

BOARD - Board of Directors of the Stormwater Utility established under Indiana Code 8-1.5-5 and Section 53.01 of the City of Fort Wayne, Indiana, Code of Ordinances.

CHANNEL – A portion of a natural or artificial watercourse that periodically or continuously contains surface water, groundwater or stormwater runoff, or which forms a connecting link between two bodies of water, having a defined bed and banks that serve to contain water.

CITY – The City of Fort Wayne, Indiana.

CITY UTILITIES SEWER SERVICE AREA – The areas within and surrounding the City of Fort Wayne, Indiana where City Utilities provides sanitary sewer collection and treatment services.

CLEAR WATER – Any water that is not required by state or federal law to be treated before being discharged to a water body. This includes, but is not limited to: unpolluted snow melt, stormwater runoff, natural precipitation, unpolluted groundwater, and water flow from a downspout, eaves trough, rain spout, yard drain, sump pump, foundation drain or other appurtenance.

CLOSED LOOP GEOTHERMAL SYSTEM - A geothermal system that uses one or more liquid-filled loops of buried or submerged pipe as a heat exchanger and where the fluid inside the loop(s) is (are) entirely contained with no discharge.

CODE – City of Fort Wayne, Indiana, Code of Ordinances.

COMBINED OR COMBINATION SEWER - Pipe or conduit that conveys sanitary sewage at all times and is designed to also collect and convey stormwater runoff during wet weather.

CONVEYANCE – Any structural method for transferring stormwater runoff between at least two points. This includes piping, ditches, swales, curbs, gutters, catch basins, channels, storm drains and roadways.

CULVERT – A pipe or structure intended to carry / convey a stream, ditch, or open drain under a road, driveway, railroad, trail, or other similar obstruction.

CUSTOMER – Also known as the Stormwater Utility Customer or Stormwater Service Customer. For purposes of billing stormwater charges for a particular property, the customer shall be the property owner.

DEPARTMENT OF STORMWATER MANAGEMENT – A department within the Division of City Utilities within the City of Fort Wayne as established by the Fort Wayne City Council according to the provisions of the Act and the Code, to provide for the safe and efficient capture and conveyance of stormwater runoff, also referred to as the "Stormwater Utility" or "DSM". The administrative responsibilities of the Stormwater Utility shall be carried out variously and jointly by the following work groups and departments within the Division of City Utilities of Fort Wayne, Indiana:

- Utility Administration ("UTA")
- Financial Services ("FSD")
- Customer Support Department ("CSD")
- Development Services ("DVS")
- City Utilities Engineering ("CUE")
- Water Pollution Control Maintenance ("WPCM")
- Geographic Information Systems ("GIS")
- Water Pollution Control Plant ("WPCP")
- Industrial Pretreatment Section ("IPS")

DESIGN STORM - A rainfall event of specified size and return frequency that is used to calculate the runoff volume and peak discharge rate for a stormwater management facility.

DETENTION - The temporary storage of stormwater runoff in a basin, pond or other BMP to control the peak discharge rate by holding the stormwater for a lengthened period of time, and which may provide gravity settling of pollutants.

DEVELOPED - The condition of real property altered from its natural state by the addition to or construction on such property of impervious surfaces or physical improvements such that the hydrology of the property or a portion thereof is affected.

DEVELOPER – Any landowner, agent of such landowner or tenant with the permission of such landowner, who makes or causes to be made a subdivision of land, or a land development or redevelopment.

DEVELOPMENT – The improvement of one lot or two or more contiguous lots, tracts or parcels of land by means of or for the purpose of streets, common areas, leaseholds, condominiums, building groups or other features.

DIRECT DISCHARGE - Stormwater runoff from a contiguous property that enters an exempt drain, such as a river, without entering any portion of the stormwater management system under the jurisdiction of the DSM.

DIRECTOR - The Director of City Utilities in Fort Wayne, Indiana or the Director of the DSM, if different from the Director of City Utilities.

DISCHARGE – Stormwater runoff from land and impervious areas such as streets, parking lots, sidewalks and building rooftops that is collected in stormwater management facilities and directed to a specific point.

DISCHARGE POINT – A location where stormwater runoff from the impervious surface on a property, within a development, sub-watershed or watershed leaves the area where it has been generated and enters a stormwater management facility or waterway.

DITCH – A man-made, open watercourse in or into which excess surface water or groundwater drained from land, stormwater runoff, or floodwater, flows either continuously or intermittently.

DRAIN - Relative to stormwater management, any sewer, tile, ditch, stream or other stormwater runoff conveyance channel or conduit.

DRAINAGE – The conveyance of excess surface water, groundwater, or stormwater runoff from land by means of natural or man-made ditches, drains or other stormwater management systems or components.

DSM – The Department of Stormwater Management, also known as the Stormwater Utility.

EASEMENT – A grant by a property owner to the general public and/or a public utility for the use of land for a specifically stated purpose.

EQUIVALENT RESIDENTIAL UNIT ("ERU") - A unit value, equal to the average amount of impervious area on a single-family residential property within the City and established at 2,500 square feet of (measured) impervious area. It is also the base billing unit for calculating the proper assessment of stormwater charges to all users of the Fort Wayne stormwater management system.

EXEMPT DRAIN - A primary line of stormwater management whose principal jurisdiction and maintenance fall to the Indiana Department of Natural Resources, U.S. Army Corps of Engineers and/or the Allen County Drainage Board rather than the DSM.

GRAVEL AND STONE - Groundcover consisting of gravel and/or stone that shall be deemed impervious or pervious based on the usage of the area.

ILLEGAL CONNECTION – The connection of any discharge to a management system intended only for the conveyance of stormwater that would allow the introduction of material that is not composed entirely and exclusively of stormwater and naturally occurring, organic floatables.

ILLICIT DISCHARGE – Any discharge to the stormwater management system that contains something other than rain water runoff and naturally occurring, organic floatable items. Illicit discharges include, but are not limited to, sanitary wastewater, septic tank effluent, automotive fluids, grease, radiator fluid and flushing discharge, laundry wastewater, roadway accident spillage, and household hazardous wastes if dumped or allowed to enter the stormwater management system.

IMPERVIOUS SURFACE/AREA - Area that has been paved and/or covered with buildings and materials which include, but are not limited to: concrete, asphalt, rooftop, blacktop, gravel

or stone, such that the infiltration of water into the soil is prevented. Excluded from this definition are undisturbed land, lawns and fields.

INDUSTRIAL WASTE – Any solid, liquid or gaseous substance or form of energy that is discharged, permitted to flow or escape, or be transported from an industrial, manufacturing, commercial or business operation or process, or from the development, recovery or processing of any natural resource carried on by any person.

INFILTRATION - A complex process of allowing stormwater runoff to penetrate the ground surface and flow through the upper soil surface.

INLET – An opening into a stormwater management system allowing for the entrance of surface stormwater runoff.

INTERACTIVE WATER FOUNTAINS – Interactive water fountains, also known as wet decks, splash pads, spray pads, or spray parks, are water fountains provided for water recreation that lack standing water.

LAND DISTURBING ACTIVITY – Any man-made change to the land surface, including removing vegetative cover, excavating, filling, transporting or grading, that exposes the underlying soil.

LEVEL OF SERVICE - The set of principles that guide the services to be provided by the Stormwater Utility. The Stormwater Utility level of service will:

- Provide for effective management of stormwater runoff within the City of Fort Wayne, Indiana to protect public health, safety and welfare;
- Provide for the safe and efficient capture and conveyance of stormwater runoff to protect public property; and
- Establish reasonable stormwater management service charges based on each property's contribution of stormwater runoff to the stormwater management system.

MODIFIED CLOSED LOOP GEOTHERMAL SYSTEM - A geothermal system that uses one or more liquid-filled loops of buried or submerged pipe as a heat exchanger. If the loops are submerged in a private detention or retention pond that contains water at all times, the loops may be open within the confines of the basin so that water flows into and out of the loops.

MONTH - The period between any two consecutive regular billings by the DSM for stormwater management service rendered to a customer. Billings are scheduled at intervals of approximately thirty (30) days. For purposes of billing, a month shall be considered to be a period of not fewer than twenty-five (25) and not more than thirty-five (35) days. Any billings for stormwater management service outside these parameters shall be on a per diem basis.

MUNICIPAL SEPARATE STORM SEWER SYSTEM ("MS4") – The stormwater management system located inside the City limits that is designed and intended to collect and convey only stormwater runoff and other clear water, that is not a combined sewer, that is not part of a publicly-owned treatment works ("POTW") and discharges to waters of the United States.

NON-RESIDENTIAL PROPERTY - All properties not encompassed by the definition of residential shall be defined as non-residential and will include:

- Agricultural property;
- Apartment complexes with more than four (4) units and condominium property;
- Mobile home parks where lots are available for rent;
- Commercial property;
- Industrial property;
- Institutional property;
- Governmental property;
- Churches;
- Schools;
- Federal, state, and local right-of-way; and
- Any other property not mentioned in this list or included in the definition of residential properties below.

NPDES - National Pollutant Discharge Elimination System. Regulations for stormwater discharges as described in the Federal Register, 40 CFR Parts 122, 123 and 124.

NPDES PERMIT - Stormwater management permit required of medium and large cities, certain industries and other entities by the EPA pursuant to Section 402 of the Clean Water Act.

NUISANCE – Any stormwater discharge that creates an icing, slime or deterioration problem on a City street or sidewalk, or causes damage to a City street or sidewalk or other public property, creates ponding or standing water in the public right-of-way or that flows onto adjoining property.

OCCUPANT – Any person or entity that lives or does business within a real property, whether with or without any right or title to or interest in the property, or any person or entity in possession or charge of such real estate in the event that the owner resides or is located elsewhere.

OPEN LOOP GEOTHERMAL SYSTEM – A heating and/or cooling system for a building that typically includes one or more supply wells and one or more diffusion, recharge, return or injection wells. Groundwater is withdrawn from an aquifer, pumped to a heat exchange device where it acts as a heat sink or heat source in the cooling and/or heating process, and is pumped back onto the surface of the ground.

OUTFALL – The point at which a stormwater management facility conveys the stormwater runoff it is carrying into another stormwater management facility or to a water body.

OVERLAND FLOW PATH – A designated area of land on a plat that can serve as a conductor of surface water runoff when pond capacity has been exceeded, typically during wet weather events. Overland flow paths may or may not be located within an established easement.

PARK STRIP – An area of land, typically planted with grass that may also contain street trees, that lies between the roadway curb and a sidewalk, trail or right-of-way line. The park strip is typically within the public right-of-way but is the responsibility of the adjacent property owner to maintain.

PEAK DISCHARGE - The maximum rate of flow of water passing a given point during or after a rainfall event or snow melt.

PERSON – Any individual, firm, partnership, limited liability company, municipal or private corporation, commercial establishment, association, society, institution, enterprise, governmental agency or other legal unit or entity.

POLLUTANT – Anything that causes or contributes to pollution. Pollutants may include, but are not limited to: paints, varnishes, and solvents; oil and other automotive fluids; non-hazardous liquid and solid wastes; yard wastes; refuse, rubbish, garbage, litter, or other discarded or abandoned objects; accumulations that may cause or contribute to pollution; floatables; pesticides, herbicides, and fertilizers; hazardous substances and wastes; sewage, fecal coliform and pathogens; dissolved and particulate metals; animal wastes; wastes and residues that result from constructing a building or structure; runoff from construction sites; wastes and residues that result from mobile washing operations; noxious or offensive matter of any kind, and any sediment, soil, rock or landscaping material.

PREMISES or PROPERTY -- A dwelling, building, structure or parcel of real estate.

PRIVATE STORMWATER MANAGEMENT FACILITIES - Various stormwater and drainage works that have not been accepted as part of the public stormwater management system and therefore are not under the ownership of the DSM, city, county, state, and/or federal government, which manage rainwater falling on private property that does not evaporate or become absorbed into the ground. Said facilities may be comprised of inlets, conduits, pipes, pumping stations, manholes, structures, channels, outlets, retention or detention basins, other structural components and equipment designed to transport, move or regulate stormwater.

PROPERTY OWNER – That person, individual, partnership or corporation in whose name the deed or record title to a property is placed. For the purposes of these General Rules and Regulations, a contract purchaser, tenant, licensee or other occupant is not considered the property owner.

PUBLIC STORMWATER MANAGEMENT FACILITIES - Various stormwater and drainage works owned and/or managed by the DSM, city, county, state, or federal government which may include inlets, conduits, pipes, pumping stations, manholes, structures, channels, outlets, regulated drains, retention or detention basins, other structural components and equipment designed to transport, move or regulate stormwater runoff occurring on public property. These facilities will be located in public rights-of-way or in designated easements. Public stormwater management facilities shall include public streets, roads, highways and rights of way.

REGULATED DRAIN – An open drain, tiled drain, or combination of the two, which is subject to the provisions of the Indiana Drainage Code, IC § 36-9-27 *et seq*. Most Regulated Drains are under the jurisdiction of the Allen County Drainage Board, except for those over which the Allen County Drainage Board has transferred jurisdiction to the DSM.

RESIDENTIAL PROPERTY - A lot or parcel of real estate on which a building or mobile home (not in a mobile home park) is situated, where the building contains a group of rooms forming a single inhabitable dwelling unit with facilities that are used or are intended to be used primarily for living, sleeping, cooking and eating. This definition also includes a lot or parcel of real estate containing four (4) or fewer separate or contiguous single-family dwelling units that has a property tax classification of residential. Each and every residential property shall be assigned one (1) ERU.

RETENTION - The holding of stormwater runoff in a constructed basin or pond or in a natural body of water without release except by means of evaporation, infiltration or emergency bypass.

RETROFIT - To install a new practice or improve an existing practice for stormwater quality or quantity management.

RUNOFF – That portion of precipitation that flows from a drainage area on the land surface and is conveyed in open channels or in stormwater conveyance systems.

SEDIMENT – Solid material (both mineral and organic) that is in suspension, is being transported, or has been removed from its site of origin by air, water, gravity or ice, and has come to rest on the earth's surface.

SEWER - May refer to storm, sanitary or combined wastewater conveyance pipe.

SEWERAGE (OR SEWAGE) – Sanitary sewage and/or groundwater, stormwater and surface runoff also known as wastewater.

SEWERAGE (OR SEWAGE) SYSTEM - Storm and sanitary sewers; main, submain, local, lateral, interceptor, and outfall sewers; force mains and pumping stations; sewage treatment facilities; and any other structures necessary or useful for the collection, treatment, and disposal of liquid waste, sewage, stormwater runoff, and other drainage of a municipality.

SQUARE FOOTAGE OF IMPERVIOUS AREA - For the purpose of assigning an appropriate number of Equivalent Residential Units (ERUs) to a parcel of real property, the square footage of all impervious area, using the outside boundary dimensions of the impervious area, to include the total enclosed planimetric square footage, without regard to topographic features of the enclosed surface.

STORM SEWER - A sewer designed or intended to convey only stormwater, surface runoff, and drainage, and not intended to receive or convey sanitary sewage and industrial wastes other than unpolluted cooling water. The portion of a sewer intended to carry stormwater only, which begins at the grating or opening where water enters said sewer, continues through the sewer and any other conduits, to the outlet structure where water enters a channel, natural watercourse or combined sewer.

STORMWATER FACILITY MAINTENANCE AGREEMENT – An agreement between a customer and the Stormwater Utility that outlines the customer's maintenance obligations for private stormwater management facilities.

STORMWATER LATERAL – A private stormwater pipe intended as a clear water discharge line for a building sump pump, roof drain, foundation drain or downspouts extending from the building foundation to an approved outlet.

STORMWATER MANAGEMENT DISTRICT – The area extending to the corporate boundaries of the City established by Section 53.01(A)(3) of the Code for the purpose of providing collection and management of stormwater in a manner that protects the public health and welfare and is also designated for the purpose of assessing fees to pay for the cost of stormwater management facilities and services.

STORMWATER MANAGEMENT FACILITIES/SYSTEM - All constructed facilities, structures and natural watercourses under the ownership, and/or control of the Stormwater Utility used for collecting and conducting stormwater to, through and from drainage areas to the point of final outlet, including, but not limited to, any and all of the following: inlets, conduits and appurtenant features, creeks, channels, catch basins, ditches, streams, ponds, lakes, culverts, retention or detention basins and pumping stations; and excluding therefrom, any part of the system of drains and watercourses under the jurisdiction of the Allen County Drainage Board or considered to be private stormwater management facilities.

STORMWATER-ONLY ACCOUNT – A property to which Fort Wayne City Utilities is not providing potable water or sanitary sewer services and which is not receiving garbage collection services from the City of Fort Wayne. Therefore, the only utility service for which the property is being billed by City Utilities is stormwater.

STORMWATER QUALITY MANAGEMENT PLAN ("SWQMP") – A written document that addresses stormwater runoff quality.

STORMWATER RUNOFF - Rain water runoff, snowmelt runoff and surface water runoff and drainage.

STORMWATER SERVICE CHARGE - A charge imposed on users of the stormwater management system operated by the Stormwater Utility based on the amount of stormwater each user contributes to the system.

STORMWATER SERVICE CUSTOMER/USER - The owner of a lot or parcel of residential or non-residential property shall be considered the customer of Fort Wayne's Stormwater Utility for the purpose of assessing, billing and collecting stormwater service charges.

SUCCESSORS AND ASSIGNS – Persons to whom property or an interest is transferred or may be transferred by conveyance, assignment, will, descent and distribution, statute or common law.

SWALE – An overland open channel intended to carry small amounts of stormwater runoff at a shallow depth.

TRAINED INDIVIDUAL – An individual who is educated and experienced in the principles of stormwater quality management including erosion and sediment control, as may be demonstrated by state registration, professional certification, experience, or completion of coursework that enables the individual to make judgements regarding stormwater control, treatment and/or monitoring.

UNDEVELOPED - The condition of real property unaltered by the construction or addition to such property of any impervious surfaces or physical improvements that change the hydrology of the property from its natural state.

VACANT PROPERTY – A building that is unoccupied and because of its unoccupied state is not receiving billing from City Utilities for potable water, sanitary sewer or garbage collection services.

WATER BODY – Any natural or artificial accumulation of surface or underground water including rivers, streams, creeks, ditches, swales, lakes, ponds, marshes, wetlands and groundwater. The term does not include designed and constructed stormwater storage or treatment structures.

WATER QUALITY – Describes the chemical, physical and biological characteristics of water, usually with respect to its suitability for a particular purpose.

WATERCOURSE – Any river, stream, creek, brook, natural or man-made drainage way in or into which stormwater runoff or floodwaters flow either continuously or intermittently.

WATERSHED – An area of land from which all water drains to a common point.

WET WEATHER – A weather condition that involves falling rain or melting snow that may cause the combined sewer system to become too full and overflow.

III. ENGINEERING AND CONSTRUCTION PRACTICES

A. Construction of Public Stormwater Management Facilities

1. Design and construction of stormwater management facilities shall comply with standards, specifications and details approved by the Board and found in the following manuals and publications, all of which are available on the City Utilities' website at www.cityoffortwayne.org/utilities:

   - City Utilities Design Standards Manual
   - City Utilities Master Specifications
   - City Utilities Standard Drawings and Details
   - Stormwater Utility General Rules and Regulations
   - City Utilities Green Design Standards
   - Policy of the Fort Wayne Board of Stormwater Management Regarding Public and Private Stormwater System Infrastructure and Extension of Storm Sewer Mains

2. Any deviations from the prescribed standards must be reviewed and approved through the variance process as set forth in the City Utilities Design Standards Manual.

3. For development or redevelopment of properties, measures are required to control stormwater runoff generated by any change in land use or land use practices. On-site stormwater management systems must be designed so that public property is protected, negative impacts of runoff are minimized, upstream, downstream and peripheral impacts are minimized, minimal maintenance is required, and the potential for erosion is minimized.

4. If adequate off-site public stormwater management facilities do not exist to manage stormwater runoff from a proposed development or land use modification, the person developing land within the City limits shall extend or cause to be extended adequate public stormwater management facilities as may be required by the Development Services Department in accordance with the Policy of the Fort Wayne Board of Stormwater Management Regarding Public and Private Stormwater System Infrastructure and Extension of Storm Sewer Mains. Plans for any such facilities must be approved by the DSM through the Development Services Department. All extensions must be designed and

constructed in accordance with the City Utilities Design Standards Manual and other applicable guidance documents.

5. All public storm drains and open channels must be constructed in public right-of-way, easements or on publicly-owned properties. Suitable permanent easement or right-of-way must be acquired by the DSM or provided to the DSM to permit the DSM to access public stormwater facilities to perform necessary operation and maintenance activities or to repair or replace said facilities as may be required.

6. Review of the plans for post-construction stormwater management facilities and construction site erosion control practices to be installed as part of the development or redevelopment of land or change in land use, and inspection prior to and during construction by the Development Services Department or City Utilities Engineering, shall be paid for by the developer. The charge to the developer for review and approval of the stormwater management and erosion control plans, and inspection during installation, shall be based on the actual hours expended on such review and inspection, multiplied by the prevailing hourly rates for such work.

7. All excavations for construction or installation of stormwater management facilities shall be adequately guarded with barricades and lights so as to protect the public from hazard. Streets, sidewalks, parkways, and other public property disturbed in the course of the work shall be restored in accordance with the City Utilities Design Standards Manual or other applicable City requirements.

8. No person shall backfill or otherwise conceal a storm sewer installation unless and until the installation has been inspected and approved by the DSM. In addition to all other remedies available for violation of this provision, the DSM may cause said installation to be excavated and exposed, may terminate connection to the existing stormwater management facilities, and may require the developer or contractor to pay or reimburse the DSM for its costs and expenses related to such excavation, exposure, termination, reconnection, and restoration. Such costs and expenses shall be considered as charges for stormwater treatment services and may be collected in accordance with the provisions of these General Rules and Regulations and Chapter 53 the Code.

9. Stormwater management systems that are funded privately as part of a development or redevelopment are not considered part of the public stormwater management system unless and until they have been accepted by the Board. Excluding ponds, pipe located within the embankment of a pond, and other stormwater facilities identified in a stormwater facility maintenance agreement, the Board will accept structures and appurtenances into the public system if they have been constructed in accordance with the City Utilities Design Standards Manual, plans approved by the Development Services Department, have passed construction inspection and are recommended for acceptance by City Utilities Engineering or the Development Services Department and meet all other requirements outlined by the Board.

10. No person shall make use of a public storm sewer extension until it has been formally accepted by the Board as part of the public stormwater management system. In addition to all other remedies available for violation of this provision, the DSM may cause said installation to be excavated and exposed, may terminate connection to the existing stormwater management facilities, and may require the developer or contractor to pay or reimburse the DSM for its costs and expenses related to such excavation, exposure, termination, reconnection, and restoration. Such costs and expenses shall be considered as charges for stormwater treatment services and may be collected in accordance with the provisions of these General Rules and Regulations and Chapter 53 the Code.

11. All private construction and installation of public stormwater management facilities or connections to such facilities shall include provisions for erosion and sediment control and proper restoration in accordance with the City Utilities Design Standards Manual, the Code and other applicable laws, rules regulations, or policies.

B. <u>Construction of Private Stormwater Management Facilities</u>

1. The Stormwater Utility shall have no responsibility for the installation, maintenance, repair or replacement of private stormwater management facilities or private drain systems.

2. Property owners shall be responsible for the repair, restoration and perpetual maintenance of private stormwater management facilities on their private property. The owner shall clean and maintain the private stormwater management facilities as may be necessary to ensure proper operation and to avoid damage to public property. The DSM shall have no responsibility for maintenance of private stormwater management facilities regardless of whether or not they exist within an easement.

3. Consideration and provisions must be made for drainage to and from neighboring properties when land use is altered or development or redevelopment occurs.

4. Private Stormwater management facilities that cross the property of another private property owner should be contained within an easement that is duly recorded in the office of the Allen County Recorder.

5. Curb outlets for the purpose of discharging stormwater runoff or uncontaminated groundwater from a private stormwater management facility or system, including that from downspouts, sump pumps or runoff from impervious areas, to public right-of-way are not permitted per 99.001, 99.020 and 99.080 of the Code.

C. <u>Private Stormwater Facilities Outletting to Public Stormwater Management Facilities</u>

1. All costs and expenses incidental to the installation of private stormwater management facilities and the connection of private stormwater management facilities to public stormwater management facilities shall be borne by the owner

of the private stormwater management facilities. The owner shall indemnify City Utilities for any loss or damage directly or indirectly occasioned by the construction or installation of the private drain, including backwater damages from the public stormwater management system.

2. No person shall uncover, make any permanent connection with or opening into, use, alter, or disturb any public stormwater management facilities without first obtaining a written permit from the DSM through the Development Services Department.

3. In order to maintain strict control over the quality of the collection system, all property owners, contractors and/or plumbers or other entities performing the installation, repair, or replacement of sewers connecting to the public stormwater management system shall comply with the City Utilities' design and construction specifications, standards, rules, regulations and ordinances as outlined in III(A)(1) above. This includes full compliance with the DSM's inspection protocols and requirements.

4. Tap permits shall be obtained from the Development Services' New Water and Sewer Permit Office and shall be issued only to a property owner, contractor and/or plumber, who shall pay to the DSM a fee for each permit. Not later than 48 hours after installing the stormwater management facilities and making each sewer tap, the contractor or property owner shall notify the Development Services' New Water and Sewer Permit Office of such connection so that an inspection may be performed by the DSM prior to backfilling of the sewer installation. Hours during which inspection requests will be accepted will be established by the Development Services' New Water and Sewer Permit Office.

5. All private construction and installation of public stormwater management facilities or connections to same shall include provisions for erosion and sediment control and proper restoration in accordance with the City Utilities Design Standards Manual and other applicable laws, rules and regulations.

6. No person shall make use of a connection to a public stormwater management facility unless and until the connection has been inspected and approved by the DSM as described in III(C)(4) above. In addition to all other remedies, the DSM may cause installation of the connection to be excavated and exposed, may terminate the connection, and may require the owner, developer, manager or occupant to pay or reimburse the DSM for its costs and expenses in such excavation, exposure, termination, reconnection and restoration. Such costs and expenses shall be considered as charges for stormwater treatment services and may be collected in accordance with the provisions of these General Rules and Regulations and Chapter 53 of the Code.

7. In cases of requests for connections to newly constructed public stormwater management facilities prior to acceptance by the Board, a Prime Contractor's Release must be executed and granted through the Development Services Department. Upon satisfaction of all other requirements, a permit for connection may be issued.

IV. MAINTENANCE PRACTICES

A. Easements and Overland Flow Paths

1. Easements and overland flow paths intended for periodic or occasional use as conductors for the flow of surface water runoff shall be maintained in an unobstructed condition by the owners of the properties they cross. For purposes of these General Rules and Regulations, obstructions include, without limitation, fences, buildings, structures, excess vegetation or debris, and any other manmade or naturally existing condition that inhibits the flow of surface water runoff across the easement or overland flow path.

2. The property owner is responsible for keeping open any drainage and stormwater easements or overland flow paths on their property. If a drainage easement or overland flow path is unlawfully encroached upon or the function of a designated drainage or stormwater easement is reduced, the property owner is responsible for removing the encroachment or detriment.

3. The DSM shall have the right to determine if any obstruction exists and to repair, maintain, or remove, or require such repair, maintenance, or removal by the property owner, as shall be reasonably necessary to keep the conductors unobstructed. Prior to performing any work, the DSM will provide the property owner with at least ten (10), but not more than sixty (60), days' notice outlining the nature of the work that needs to be performed. If the property owner fails to perform the work within the time specified in the notice, the DSM may perform the work and bill the property owner the cost of work in accordance with state and local law.

B. Stormwater Management Facilities

1. For the purposes of this section, "maintenance" shall mean conforming the stormwater management facility to the plans on file with the DSM, preserving the original area, volume, configuration and function of the stormwater management facilities as described in relevant plans or studies.

2. Authorized representatives of the Stormwater Utility shall have the right to enter upon the premises of the customer at all reasonable times for the purpose of inspecting, maintaining or operating public stormwater management facilities or investigating situations that may be impacting public stormwater management facilities.

3. The DSM is responsible for the maintenance of public stormwater management facilities such as inlets, catch basins, pipes, regulated drains under its jurisdiction, connecting structures and other appurtenances that receive water from public right-of-way, are intended to protect the condition of public right-of-way or other public property, and conform to City access standards. The DSM's maintenance responsibility begins upon acceptance of the infrastructure as a part of the public stormwater management system by the Board. While the DSM is responsible for maintaining the good working order of the public stormwater management system, residents and property owners are expected to assist with

minor functional maintenance such as keeping storm sewer inlets clear of surface debris and leaves so that public stormwater management facilities are able to operate as designed and intended.

4. No person shall commit any act that has a detrimental effect on the condition or operation of the facilities that comprise the public stormwater management system. This shall include the facilities of the combined sewer system. If the DSM determines that a person by his actions has caused damage to the public stormwater management system, including facilities of the combined sewer system, appropriate enforcement action will be taken. As part of the enforcement, the person determined to be responsible for the damage shall reimburse the DSM for the costs and expenses associated with repairing the damage.

5. Property owners shall place no structures or plantings that interfere with public stormwater management facilities or easements or their proper operation and maintenance. This includes the placement of structures in the statutory right-of-way for a regulated drain. Placement of structures or plantings that interfere with proper operation and maintenance of public stormwater facilities or easements without the prior written consent of the DSM are a violation of these General Rules and Regulations and are subject to enforcement actions.

6. No property owner shall change the stormwater runoff pattern of his property in such a way that public property is adversely affected. If the alteration adversely affects other private property, the owner of the property causing the alteration will be responsible for correcting the adverse effects.

7. Property owners shall be responsible for the routine maintenance of any portion of public drainage swales, ditches, regulated drains, and other structures situated in public right-of-way or within easements adjacent to or on their respective properties so that they remain open and functional. Maintenance in this instance includes removing trash and debris, removing accumulations of sediment, leaves or vegetative matter, mowing, irrigating and replacing when necessary the lawn turf within drainage swales.

8. When the DSM or other public agency determines that the reconstruction of swales or a regulated drain under the DSM's jurisdiction is necessary to protect public property or public health and safety, the DSM may clean, repair, improve or replace roadside drainage swales or regulated drains as part of the operation and maintenance of public stormwater management facilities or as part of neighborhood improvement projects.

9. Driveway culvert replacement is the responsibility of the property owner; provided, however, the DSM has the right to replace driveway culverts as part of a capital project or if it is in the best interest of protecting public infrastructure, such as preventing a road from flooding. Property owners shall be responsible for the routine repair, restoration and maintenance of driveway culverts including periodic removal of leaves, trash, debris and sediment that may be necessary to keep the culvert functioning properly.

10. The DSM may clean, repair, replace or improve driveway culverts as part of the operation, maintenance or improvement of public stormwater management facilities, as part of neighborhood improvement projects, or as may be determined by the DSM to be necessary to ensure the functionality of the public stormwater management system and/or to protect public infrastructure. Such cleaning, repair, replacement or improvement does not imply acceptance of the culvert as part of the public stormwater management system or an obligation of the DSM to perform any future maintenance of the private facility.

11. City Utilities shall have the authority to inspect the construction, alteration, repair, removal, demolition, equipment, use, location and maintenance of any and all stormwater management facilities located upon any property within the jurisdiction of the Stormwater Utility. The DSM shall, when the public interest requires, make site investigations and issue notices or orders to owners or contractors as may be necessary to enforce compliance with these General Rules and Regulations.

12. In case of an emergency or if the owner of stormwater management facilities located on private property fails to take timely action to correct conditions cited in a notice issued by the DSM, DSM personnel or a contractor hired by the DSM may perform the required work and charge the property owner the abatement cost, fees and expenses.

13. Detention pond maintenance is the responsibility of the owner of the property on which the pond is located or the properties served by the pond. In new developments within the jurisdiction of the DSM, land developers will be required to enter into a pond maintenance agreement with the DSM that will apply to the developer and any successors and assigns. In pre-existing developments where no pond maintenance agreement exists, maintenance of the detention pond remains the responsibility of the owner of property upon which the pond is located or the properties served by the pond.

14. Property on which detention ponds are located may not be sold for development. Ponds may not be changed, altered, reduced in size, or otherwise modified without prior plan review and approval by the Development Services Department.

15. Maintenance of stormwater quality BMPs installed on private property is the responsibility of the owner of the property on which the BMP is located or the properties it serves. Developers will be required to enter into a BMP maintenance agreement with responsibility devolving to future owners and/or their successors. In pre-existing development where no BMP maintenance agreement exists, maintenance of stormwater quality BMPs will remain the responsibility of the owner of property upon which the pond is located or the properties it serves. Stormwater quality BMPs may not be changed, altered, reduced in size, or otherwise modified without prior plan review and approval by the Development Services Department.

C. Annexation

1. Upon annexation of an area into the City, the area annexed shall be part of the City Stormwater Management District and the DSM will become responsible for the operation, maintenance, repair and replacement of all stormwater management facilities that comply with the definition of "Public Stormwater Management Facilities."

2. Stormwater management systems that do not lie within public rights-of-way or designated easements and systems that were considered to be private stormwater management facilities prior to annexation will remain private stormwater management facilities following annexation. Such private facilities will remain the responsibility of the property owner on which they are located or properties they serve for operation, maintenance and repair.

3. Upon annexation, operation and maintenance, repair and replacement of stormwater detention and retention ponds shall remain the responsibility of the owner of the property on which the pond is located or of the properties they serve as outlined in any existing detention pond maintenance agreement, subdivision plat or recorded covenants. Owners of detention or retention ponds or stormwater quality management facilities for which no maintenance agreement exists will be required to enter into such an agreement with City Utilities upon annexation.

4. Upon the effective date of annexation, all properties in the annexed area become subject to the rates and charges for the use of and services rendered by the DSM as outlined in Section VII of these General Rules and Regulations.

V. STORMWATER POLLUTION PREVENTION

A. General Provisions

1. It shall be a violation of these General Rules and Regulations to connect or outlet, either directly or indirectly, any discharge line, pipe or sewer carrying anything other than stormwater, surface runoff (including normal street and yard runoff), or uncontaminated groundwater to any public stormwater management facility.

2. No one shall dump or dispose of junk, rubbish, trash, garbage, yard waste, household waste, industrial waste, or debris in any stormwater inlet, sewer, ditch, or conveyance structure. Additionally, no water or fluid that has leaked from a dumpster or trash receptacle shall be permitted to flow to a storm sewer or other stormwater management facility. Any such fluids shall be collected and properly disposed at the direction of the DSM. City Utilities shall also enforce, as a violation of these General Rules and Regulations, Indiana Code 13-18-4-5.

3. Future state and federal water quality regulations may require the retrofitting of existing stormwater management facilities to provide water quality improvement for previously unmanaged or inadequately managed stormwater runoff in order to meet pollutant reduction targets. Future stormwater retrofit goals may

include, among other things, the correction of prior design or performance deficiencies, flood mitigation, disconnecting existing impervious areas, improving recharge or infiltration performance, addressing pollutants or concern, demonstrating new technologies or supporting stream restoration activities.

B. Construction Site Erosion Control

1. Pursuant to 152.04(C)(2) of the Code, all premises shall be graded and maintained to prevent the erosion of soil and to prevent the accumulation of stagnant water on or within any structure thereon.

2. Any site development or redevelopment where land disturbing activity exceeds the standards established in the Indiana Administrative Code, 327 IAC 15-5, shall be required to develop and implement an erosion control plan in accordance with the requirements contained in the City Utilities Design Standards Manual.

3. Plans for construction site erosion control shall be documented in a Stormwater Pollution Prevention Plan ("SWPPP") and submitted to the Development Services Department for review. No land disturbing activities may be conducted until the SWPPP is approved by the Development Services Department.

4. All stormwater quality measures and erosion and sediment control necessary to comply with Chapter 53 of the Code must be implemented in accordance with the approved SWPPP and City Utilities Design Standards Manual. All water quality measures must comply with the requirements of the City Utilities Design Standards Manual.

5. A project site owner shall be identified for all projects that require the submission of a SWPPP and a construction permit pursuant to Section 53.11(A) of the Code. A contact person with responsibility for the day-to-day operation of the site and for the self-monitoring program shall be identified and contact information, including a telephone number, shall be provided to the DSM. If the contact person/information changes, the DSM shall be notified immediately and new contact information provided.

6. The project site owner shall implement a self-monitoring program to ensure that the SWPPP is effectively meeting the conditions described above. A trained individual shall perform an inspection of the site and prepare a written evaluation of the project site:

   a. By the end of the next business day following each rainfall of 0.1 inch or more;

   b. A minimum of one time each week during the time the construction site is active and during any period during which the site is temporarily inactive.

7. Each written evaluation must address the maintenance of existing stormwater quality measures to ensure they are functioning properly, identify any additional

measures necessary to comply with all applicable laws and ordinances and must include the name of the person completing the report, a telephone number at which the person completing the report may be contacted, the date of the evaluation, problems identified at the site and details of corrective actions recommended and completed.

8. All evaluation reports for the project site must be maintained on the construction site and made available to DSM personnel or their designees within forty-eight (48) hours of a request.

9. Personnel employed by or contracted by the DSM shall have the authority to conduct project site inspections to ensure full compliance with the approved SWPPP.

10. Failure to submit for review and implement an approved erosion control plan in accordance with the requirements contained in the City Utilities Design Standards Manual is a violation of these General Rules and Regulations and Chapter 53 of the Code and may subject the project site owner to enforcement action by the DSM.

11. For project sites where the land disturbing activity is less than one (1) acre, the following minimum requirements must be met, which are in addition to any other requirements contained in the Code, state or federal law, or applicable rules and regulations:

    a. No property owner shall begin, cause to begin, or continue any land-disturbing activity on less than one acre prior to installing the required erosion and sediment control practices.

    b. During the construction activity at a site, erosion and sediment control measures necessary to meet the requirements of this chapter shall be maintained, at all times.

    c. On-site sediment shall be detained on site by erosion and sediment control measures.

    d. Water shall not be discharged from the site in a manner that causes erosion or sedimentation at or downstream of the point of discharge.

    e. All access to building sites that cross a natural watercourse, drainage easement, or swale/channel shall have an appropriately designed culvert or crossing.

    f. Public or private roadways and drains off site and on site shall be kept cleared of sediment by the property owner.

    g. All storm drain inlets shall be protected against sedimentation.

    h. Drainage ways and swales shall be protected adequately to prevent channel or outlet scouring and to prevent reduction of flow capacity by sedimentation.

The DSM or any Authorized Enforcement Agencies of the City may enter the site for the purpose of investigating noncompliance reports and verifying compliance measures. If entry is denied by the owner, a court order may be sought to allow such entry.

C. Post-Construction Stormwater Management

1. Post-construction stormwater management involves the installation of permanent stormwater quality features designed to intercept and filter pollutants in stormwater discharges from newly developed or redeveloped sites once construction is complete.

2. Any site development or redevelopment where land disturbing activity exceeds the standards established in 327 IAC 15-5 shall be required to develop and implement a post-construction stormwater management plan in accordance with the requirements contained in the City Utilities Design Standards Manual.

3. Plans for post-construction stormwater quality management shall be documented in a SWPPP and submitted to the Development Services Department for review. No land disturbing activities may be conducted until the SWPPP is approved by the Development Services Department.

4. A project site owner shall be identified for all projects that require the submission of a SWPPP and a construction permit pursuant to Section 53.11(A) of the Code.

5. All constructed stormwater quality facilities shall be maintained by the property owner or per agreements on file with the DSM in accordance with the approved SWPPP operation and maintenance procedures and schedules.

6. The approved post-construction stormwater quality facilities shall not be subsequently altered, revised or replaced unless plans for the modifications have been reviewed and approved by the Development Services Department.

7. The DSM shall have the authority to conduct inspection of the site and installed BMPs to ensure full compliance with Chapter 53 of the Code, the City Utilities Design Standards Manual, the terms and conditions of any applicable maintenance agreement or the terms and conditions of any applicable SWPPP.

8. Failure of private property owners to maintain the approved and installed post-construction stormwater quality management facilities so that they function as intended is a violation of these General Rules and Regulations and may subject the property owner to enforcement action by the DSM.

D. Illicit Discharge Detection and Elimination

1. No person shall discharge or cause to be discharged to the City's MS4, a stormwater management facility such as a storm sewer, watercourse or water body, directly or indirectly, anything – solid or liquid -- other than stormwater or permitted discharges under Code of Federal Regulations Section 40 CFR

122.26(b)(2). Solids and liquids that may not be discharged to any portion of the public stormwater management system include, but are not limited to: organic, natural and manmade substances such as leaves, soil and yard waste; animal waste, offal, body parts and blood; synthetic and organic chemicals; septic system discharge; human sanitary waste; industrial waste/discharge; fats, oils and grease; chlorinated water (fire hydrant flushing is a permitted discharge); untreated runoff from pressure washing or surface cleaning; dye and foam material, or wash water containing dyes or foam; or any unidentified solids or liquids that potentially could contain or include any natural, organic or manmade pollutants, insects or insect larva, mold, mildew, or bacteria.

2. This section shall not apply to the following categories of non-stormwater discharges or flows which are exempted from the requirements pursuant to Code of Federal Regulations Section 40 CFR 122.26(b)(2) and may be discharged to the separate storm sewer system so long as the appropriate tap, connection or discharge permits have been secured, if needed:

   a. Water line flushing;

   b. Landscape irrigation or lawn watering;

   c. Diverted stream flows;

   d. Rising ground waters;

   e. Uncontaminated groundwater infiltration;

   f. Uncontaminated pumped groundwater;

   g. Discharges from potable water sources;

   h. Foundation or footing drains or crawl space pump discharge;

   i. Air conditioning condensation;

   j. Irrigation water;

   k. Springs;

   l. Individual residential car washing;

   m. Flows from riparian habitats and wetlands;

   n. Dechlorinated swimming pool discharges (see Section VI);

   o. Street wash water;

   p. Discharges from firefighting activities.

3. In addition to the list above, septic system perimeter drains are considered an approved discharge provided the septic system is in proper working order.

Septic systems experiencing problems or failures shall monitor and address contaminated flow entering the perimeter drains to prevent an illicit discharge.

4. Properties, owners, tenants, occupants and persons in responsible charge of properties shall not discharge or cause to be discharged, either directly or indirectly, to a public stormwater management facility, any liquid that may contain any pollutants. Before discharging any liquid to a public stormwater management system, the property, owner, tenant, occupant or person in responsible charge must contact the DSM through the WPCM for guidance on the appropriate routing for the discharge in question. If the liquid is determined to be acceptable clear water, the DSM will provide a location where the clear water may be discharged.

5. Approved discharges must be carried by a hose or other enclosed conveyance mechanism to the designated outfall and may not be allowed to run across public property or any private property other than property owned by the owner of the source of the discharge. If it is determined by the DSM that the discharge must be routed to a sanitary or combination sewer, the discharge must be conveyed through a hose or other enclosed conveyance mechanism to the approved discharge location.

6. The DSM is authorized to require property owners or occupants to implement pollution prevention measures, including approved BMPs, to prevent or reduce the discharge of pollutants to City's stormwater management system.

7. The construction, use, maintenance and existence of illegal connections to the public stormwater management system are prohibited. This prohibition includes, without limitation, connections that were made in the past but are currently illegal, regardless of whether the connection was permissible under law or prevailing practice at the time of connection and regardless of whether the connection was approved at the time by an authorized enforcement agency. Such connections include, but are not limited to, the connection of floor drains, septic discharge lines and sanitary sewers to the stormwater management system.

8. Polluting substances as identified by the US EPA or the Indiana Department of Environmental Management ("IDEM") may not be stored in a way that violates laws protecting public health, safety and welfare or the environment when the storage method has the potential to allow discharge of the polluting substance to any waterway of the United States, streams, streets, storm sewers or drains, regulated drains, ditches or drainage ways leading to any waterway of the United States.

9. Storage or stockpiling of material designated as hazardous or toxic by the US EPA or IDEM on any site requires adequate protection and/or containment to prevent these materials from entering any temporary or permanent stormwater management facility or watercourse.

10. Any person responsible for a property or premises that is found to be the source of an illicit discharge may be required to implement BMPs as may be suggested or required by the DSM to prevent further discharge of pollutants and may be

subject to enforcement actions as outlined in Chapter 53 of the Code and these General Rules and Regulations.

11. Section 50.19 of the Code prohibits dumping of any dirt, gravel, sand, clay, stone, rock, rubbish, sawdust, shavings or trade or household waste, refuse, ashes, manure, garbage or debris of any sort, or any organic or non-organic material, or other offensive matter on any street, lot, park, public place or area whether publicly or privately owned.

E. Good Housekeeping and Pollution Prevention

1. The DSM has established acceptable BMPs for operations, activities and facilities that may cause or contribute to pollution or contamination of stormwater, the MS4 system or the waters of the United States as such are defined in the Code of Federal Regulations, 40 CFR. This includes BMPs for outdoor events that may involve the use of color dyes or foam. Although site owners may be given options as to the types of BMPs to be implemented to prevent pollution or contamination of stormwater, the DSM reserves the right to require specific BMPs (per the City Utilities Design Standards Manual) to remediate conditions where pollution or contamination has been found to be occurring.

2. The owner or operator of any commercial or industrial facility shall provide, at their own expense, reasonable protection from the accidental discharge of prohibited materials or other wastes into the MS4 or waters of the United States.

3. Section 91.018 of the Code requires that persons responsible for an animal must immediately remove the animal's excrement from public lands or the private property of others. In addition, animals being kept in a pen or tied must be kept in a sanitary condition. The person responsible for the animal must maintain all animal areas and animal contact areas to prevent odor and health and sanitation problems.

VI. SPECIAL DISCHARGES TO PUBLIC STORMWATER MANAGEMENT SYSTEMS

A. General

All clear water drains, including roof drains, downspouts, sump pumps, surface drains, subsoil drains, refrigerator cooling water, air conditioning drains, and any other drains or devices that carry only clear water, shall discharge directly into a storm sewer or other stormwater drainage conveyance whenever possible, but in no case shall the discharge be to a sanitary sewer.

Special discharges are addressed here because they may, in some cases be prohibited or require special handling prior to discharge. The discharge point may be the stormwater management system or to another location in accordance with these General Rules and Regulations. Determination of the appropriate discharge point will be made by the DSM, which may take into consideration system availability, capacity, and the nature of the discharge.

Special discharges generally are not considered to create a nuisance. However, special discharges shall be considered to be a nuisance if they create an icing, slime or deterioration

problem on a City street or sidewalk, cause or threaten damage to a City street, sidewalk, or other public infrastructure such as utility pipes and stormwater management facilities, create ponding or standing water, or flow onto adjoining property. When a nuisance affects public property or right-of-way, the DSM or its designee will notify the owner in writing providing a timeframe for correction. The DSM will provide technical assistance and suggestions for managing special discharges in a way so as to avoid creating a nuisance.

B. Curb Drains

Pursuant to Section 99.020 of the Code, it is unlawful to place anything on a street or sidewalk that may block the use thereof or endanger the life or limb or property of others using the street or sidewalk. Therefore, no person or entity shall install drainage outlets into curbsides with the intent to route clear water from a property's roof drains, downspouts, sump pumps, surface drains, yard drains, subsoil drains, refrigerators, air conditioners or any other devices that carry clear water onto a public street.

C. Downspouts

1. Section 152.04(D)(6) of the Code requires that gutters and downspouts for the collection and transportation of water from roofs shall be maintained in good repair and free from obstructions. Roof water shall not be discharged in a manner that creates a public nuisance.

2. The DSM shall have the right to order property owners to disconnect downspouts that are found to be connected, directly or indirectly, to a public sanitary sewer or combined sewer.

3. Stormwater runoff from downspouts shall be discharged onto the ground of the property they serve, or, with the consent of the neighborhood association (if applicable), to a neighborhood common area or to a privately owned and maintained detention or retention area if the property they serve is adjacent to the common area or detention/retention area. Any such discharge must be in compliance with any recorded covenants, restrictions, and/or other applicable neighborhood requirements. Stormwater runoff may be discharged to a public stormwater management system, or a private stormwater management system (provided the appropriate permits are acquired and the connection is made according to the City Utilities Design Standards Manual).

4. Downspouts may discharge to underdrains if the underdrain has been designed, sized and constructed in accordance with provisions of the City Utilities Design Standards Manual.

5. Discharge of downspouts shall be managed in a way that meets all of the following criteria:

    a. Downspouts shall not discharge in a direction or manner that creates an adverse impact on an adjacent property and shall discharge not closer than two (2) feet from the property line of adjacent properties and;

b. Downspouts shall not discharge to public right-of-way or in a way that causes discharge to cross a public sidewalk;

c. Downspouts shall not discharge in a way that creates a nuisance.

6. In combined sewer areas, if downspouts cannot discharge to the ground without creating a nuisance, the property owner may apply to the Development Services Department for a waiver that would allow downspout discharge to enter the combined sewer system. In order to qualify for a waiver, the property owner must prove that connecting downspouts to the combined sewer will result in no net increase in water being discharged to the combined sewer system and that the property has no other option for a discharge location that will meet the criteria set forth above. In no case will a waiver allow discharge into a sanitary sewer.

7. In the case of new development where private stormwater laterals have been provided for each building, downspouts may be connected to the private lateral.

D. <u>Sump Pumps</u>

1. General

a. When needed, sump pumps are to be used exclusively for the purpose of discharging clear water from foundation drains and uncontaminated ground water infiltration.

b. Sump pump discharges consisting of clear water from foundation drains and uncontaminated groundwater may be connected to the public stormwater management system as described below. Sump pump discharges that are not routed directly to the public stormwater management system shall not discharge in a manner that creates a nuisance.

c. Except as described below, washing machines, floor drains and other potential sources of pollutants may not be connected to a sump pump.

i. In cases where washing machines, floor drains or other potential sources of pollution cannot reasonably be disconnected from the sump pump, the sump pump discharge will remain connected to a sanitary or combined sewer.

ii. A property having a sump pump discharge connected to a sanitary or combined sewer system must apply for and receive a waiver and permit from the Development Services Department.

iii. A property obtaining a permit to connect or continue the connection of a sump pump discharge to a sanitary or combined sewer system will be charged a sump pump discharge fee to pay for the discharge not caused by impervious surfaces on the property and therefore in excess of the applicable number of ERUs assigned to the property. The fee will be billed by the

Stormwater Utility to the customer receiving the bill at the address where the sump pump is located.

2. Existing Buildings with Sump Pumps Connected to a Sanitary or Combined Sewer System

   a. It is the intent of the DSM that sump pump discharges going into sanitary or combined sewer systems be eliminated so far as possible.

   b. Sump pump discharges to sanitary or combined sewer systems shall be eliminated at time of sale of property.

   c. The DSM shall have the right to inspect properties at the time of sale and to order that property owners disconnect sump pumps that are found, at the time of sale or at any other time, to be connected, directly or indirectly, to a public sanitary sewer or combined sewer.

   d. The DSM shall provide the order to disconnect in writing to the owner of the property.

   e. Sump pumps in existing buildings, when ordered to disconnect from a sanitary or combined sewer, may discharge into a public stormwater management system where such is available and where the DSM determines that some other method of discharge would create a nuisance. Connections to public stormwater management systems shall be made in accordance with the standards and specifications of the DSM.

   f. In cases where sump pump disconnection is ordered by the DSM and no public stormwater management system is available, sump pump discharge shall be addressed as follows:

      i. The sump pump shall discharge onto the ground of the owner of the property served by the sump pump;

      ii. The sump pump shall not discharge in a way that causes water to flow onto an adjacent property;

      iii. The sump pump shall not discharge to public right-of-way or in a manner that causes water to cross a public sidewalk;

      iv. The sump pump shall not discharge in a way that creates a nuisance.

      v. If no other options exist, the Development Services Department may authorize the sump pump to continue discharging to a sanitary sewer system or a combined sewer system. In such a case, the discharge will be metered for a period of one (1) year to develop an average monthly flow of discharge from the sump pump, which will then be used to calculate a sump pump

discharge fee that will be added to the customer's bill each month.

g. If a city or county inspector is on a property for the purpose of a building permit inspection, the city or county inspector has the authority to inspect the property for compliance with this section without further notice to the property owner or occupant.

3. Sump Pump Discharges in New Development and New Building Construction

a. As part of new residential or non-residential development involving more than one lot, the DSM may require land developers to install, at their expense, one private storm sewer lateral for each buildable lot, to which a building sump pump may be connected in the future if the development is: (1) In an area with significant flooding or basement backup complaints per City records; (2) In an area with a high groundwater table; (3) In an area with poor soils; or (4) In any other area that public health or the public stormwater management system would be jeopardized absent such installation, as determined by the DSM.

b. Storm sewer laterals intended to receive flow from sump pumps shall discharge to: (1) the park strip adjacent to the property served by the sump pump; (2) a privately owned and operated stormwater management system as described below; (3) a neighborhood common area; (4) privately owned and maintained stormwater detention or retention facility if the facility has been sized to accommodate sump pump discharge; (5) an underdrain if the underdrain is properly sized and constructed to standards established by the DSM; or (6) the public stormwater management system. If discharge is to the park strip, the DSM must ensure that the park strip is appropriately sized for the expected flow rates to ensure that water is contained within the park strip and will not flow into the street or cross a public sidewalk in such a way that it creates a nuisance as defined in these General Rules and Regulations.

c. If discharge is to the public stormwater management system, the system must be sized to accept sump pump discharge from all of the properties within the development in addition to meeting the standards for a 10 year design storm. Appropriate sizing shall be determined during the development plan review process by the Development Services Department.

d. The connection or outlet of the private storm sewer lateral into the public stormwater management system shall conform to the specifications and standards as described in Section III(A)(1) of these General Rules and Regulations.

e. In areas where storm sewer laterals are not available and cannot be made available for new buildings, sump pump discharge should be addressed as follows:

i. The sump pump shall discharge onto the ground of the property being served;

ii. The sump pump shall not discharge in a direction or manner that creates an adverse impact on an adjacent property;

iii. The sump pump shall not discharge to public right-of-way or in a manner that causes water to flow across a public sidewalk;

iv. The sump pump shall not discharge in a way that creates a nuisance.

v. Private storm sewer laterals conveying sump pump discharges may discharge to privately-owned and operated stormwater management systems after the system design has been reviewed and approved by the DSM.

vi. Discharge may be directed into a neighborhood common area or into a privately owned, operated and maintained detention or retention area so long as the discharging property is located immediately adjacent to such common or detention area (subject to approval by the neighborhood association, if required), the common or detention area is intended and has been sized to accommodate sump pump discharge, and the discharge does not violate any recorded covenants, restrictions, and/or other applicable neighborhood requirements.

f. In no case shall a sump pump serving a new building constructed on a previously undeveloped property or on a property that was not included in a previously approved stormwater management plan discharge into a sanitary or combined sewer system.

4. Sump Pump Discharges for Redevelopment, and Construction in Previously Developed Areas

a. Sump pumps required by redevelopment or in-fill construction on land that has been previously developed or that was included in a previously approved stormwater management plan should be directly connected to a public stormwater management system when feasible and when such a system exists.

b. In order for sump pumps from redevelopment or in-fill projects to be connected directly to a public stormwater management system, the developer or builder must prove to the Development Services Department during plan review that the connection will not produce an increase in clear water being discharge from the property.

c. If the amount of clear water to be discharged from the property after the redevelopment or in-fill will increase, stormwater management facilities of appropriate size and capacity must be installed or existing facilities

increased to appropriate size as outlined in the City Utilities Design Standards Manual. The Development Services Department shall be responsible for determining if an increase in sizing is necessary and the amount.

d. In areas where a public stormwater management system is unavailable or does not have capacity to accept additional discharge from sump pumps, or where storm sewer laterals are not available and cannot be made available for buildings being added as a result of redevelopment or in-fill development, sump pump discharge should be addressed as follows:

i. The sump pump shall discharge onto the ground of the property being served;

ii. The sump pump shall not discharge in a direction or manner that creates an adverse impact on an adjacent property;

iii. The sump pump shall not discharge to public right-of-way or in a manner that causes water to cross a public sidewalk;

iv. The sump pump shall not discharge in a way that creates a nuisance.

v. If no other options exist, the Development Services Department may authorize the sump pump to continue discharging to a sanitary sewer system or a combined sewer system. In such a case, the discharge will be metered for a period of one (1) year to develop an average monthly flow of discharge from the sump pump, which will then be used to calculate a sump pump discharge fee that will be added to the customer's bill each month.

5. Inspection, Compliance and Waiver

a. Any property within City Utilities' sewer service area is subject to inspection to determine whether the property's discharge of clear water is in compliance with these General Rules and Regulations and the Code. The DSM will provide the property owner 30 days written notice that an inspection is being required. The property owner or occupant shall provide the DSM's staff or designated inspector access to the property and any structure thereon as may be required to complete the inspection. The inspection shall occur at a time and in a manner as reasonably determined by the inspector.

b. In lieu of inspection by the DSM or its designee, the property owner may have the property inspected by a plumber licensed by the State of Indiana. An inspection by a private plumber requested by the property owner or occupant shall be at the sole expense of the owner or occupant. The plumber will inspect the property and file a Certificate of Compliance, on a form provided by the DSM, within 30 days of the

DSM's notice of required inspection. The licensed private plumber conducting the inspection shall certify in the Certificate of Compliance that the property's discharge is clear water in compliance with provisions of this section.

c. If the property owner or occupant fails to permit or have completed an inspection, the DSM may apply to the court of appropriate jurisdiction for an administrative search warrant authorizing the DSM or its designee to enter the property to conduct the inspection.

d. If the property's sump pump discharge is found through inspection to be non-compliant, the DSM will notify the property owner in writing. Upon receipt of the written notice the owner or occupant shall immediately cease the sump pump discharge in a manner that violates this section and shall make the necessary repairs and corrections to discharge in accordance with this section. Correction shall be completed within 60 days of the date of the notice.

e. The requirement to eliminate sump pump discharge from entering a sanitary or combined sewer may be appealed by filing a written appeal with the DSM through the Development Services Department within 30 days after the date of the order to disconnect. The appeal shall specify the basis for the waiver request. Failure to file a timely appeal and specify the basis for the waiver request removes all rights of the property owner to later challenge the requirement. The DSM shall determine whether the sump pump disconnection requirement is fair and reasonable or whether it should be waived. The DSM may conduct a formal or informal hearing and obtain sufficient facts upon which to make a determination. The decision to grant or deny a waiver shall be based on evidence presented.

f. The property owner or occupant may request the DSM grant a temporary waiver from provisions of this section if strict enforcement would cause threat of damage or harm to property, the environment, or public safety because of circumstances unique to the property or weather conditions. The length of the waiver shall be at the discretion of the DSM. If a waiver is granted, a sump pump discharge fee will be applied to the customer's monthly utility bill until the waiver expires.

g. The DSM may grant a winter discharge permit allowing a property to reconnect a sump pump to City's sanitary or combined sewer system during the period November through March if maintaining disconnection is found to cause a nuisance, or if the sump pump discharge is found to be subject to freezing. During the time the sump pump is connected to a sanitary or combined sewer, a sump pump discharge fee will be applied to the customer's monthly Water Pollution Control utility bill.

h. In the event that an order to disconnect is issued, a second compliance inspection shall be completed 60 days after the notice of noncompliance

to determine if the necessary corrections have been made. Reinspection will be conducted by the DSM or its designee.

i. Properties that have completed all requirements for disconnection and have passed final inspection will be given a Certificate of Compliance.

j. If the property owner or occupant fails to permit compliance inspection, WPCM or the DSM may apply to the court of appropriate jurisdiction for an administrative search warrant authorizing the DSM or its designee to enter the property to conduct the inspection.

k. Failure to make necessary corrections to bring the property into compliance shall constitute a violation of these General Rules and Regulations and subject the property owner to enforcement actions. In addition, a sump pump discharge fee will be applied to the customer's monthly Water Pollution Control utility bill and shall remain in effect until the required correction is made.

l. Properties that have received an order to disconnect from the DSM and have received a Certificate of Compliance shall be subject to re-inspection on an annual basis to ensure continued compliance.

E. Geothermal Heating and Cooling Systems

1. General

a. All geothermal heating/cooling systems that require a permit from the Allen County Building Department are subject to review and compliance inspection by the Stormwater Utility.

b. No portion of a geothermal system installed or to be installed on private property may cross a swale, ditch, stream, pond, lake, regulated drain, storm sewer, sanitary or combined sewer or potable water line that is part of a City Utilities' public system unless the project owner has received prior written approval from the Development Services Department.

c. No portion of a geothermal system installed or to be installed on private property may cross public property, public right-of-way or a dedicated utility easement unless the project owner has received prior written approval from the Fort Wayne Board of Public Works, Board or easement holder.

d. A geothermal system may be installed in or under a private detention or retention basin if the geothermal system was included in the design of the basin and the design has been approved by the DSM. For basins that are not part of a stormwater management system (for example, compensatory storage) the installation must be approved by the owner of the basin (if not the same as the owner of the geothermal system) and the DSM.

e. Discharges for open-loop geothermal heating and/or cooling systems must be designed to comply with the City Utilities Design Standards Manual and these General Rules and Regulations.

f. So long as the discharge from a permitted open-loop geothermal system consists only of uncontaminated pumped ground water, it is exempt from stormwater quality management requirements pursuant to the Code of Federal Regulations, 40 CFR 122.26, and may be discharged to the MS4. If the discharge is determined to contain any pollutants or contaminants, it will be considered to be an illicit discharge and must comply with the terms and conditions of these General Rules and Regulations.

g. Open-loop geothermal discharges are subject to applicable federal and/or state regulatory agency approvals, as required.

2. Residential

a. After the effective date of these General Rules and Regulations only closed-loop and modified closed-loop geothermal systems, as defined in these General Rules and Regulations, may be installed to serve residential property. No new open loop-geothermal heating and/or cooling systems will be allowed to discharge to the public stormwater system.

b. Existing residential open-loop geothermal heating and/or cooling systems may not discharge groundwater into a public sanitary or combined sewer. The DSM may order owners of open-loop geothermal systems installed prior to the effective date of these General Rules and Regulations to disconnect discharges from the sanitary or combined sewer system.

c. When ordered to disconnect an open-loop geothermal system discharge from a sanitary or combined sewer:

i. The system may connect directly to a public storm water management system if one is available. An appropriate discharge point will be identified by the Development Services Department based on a capacity analysis. All piping and other appurtenances necessary to connect to the approved discharge point will be the responsibility of the geothermal system owner for operation, maintenance, repair, and replacement as necessary.

ii. The system may discharge directly to groundwater through an injection well or directly into the Maumee, St. Mary's or St. Joseph Rivers with proper permits or necessary approvals. In either case, all piping and outfall structures will be owned by the owner of the geothermal system to which they are connected and it will be the responsibility of the owner to properly install,

operate, maintain, repair and replace system components as necessary.

iii. The system may discharge to a privately owned and maintained detention or retention basin or underground detention system so long as the geothermal system was included in the design of detention/retention system, the design has been approved by the DSM, and the system does not violate any covenants, restrictions, or other applicable neighborhood requirements. Absent this, the installation must be approved by the owner of the basin and the DSM.

d. In no case shall an open-loop geothermal system discharge into a swale, ditch, stream or lake unless such discharge has been reviewed and approved by the DSM and the owner of the swale, ditch, stream or lake.

e. The DSM may inspect the privately owned piping and appurtenances used to connect an open-loop geothermal system discharge to the outfall approved by the DSM through the Development Services Department and may order the owner of the system and connection to make repairs as necessary for proper functioning of the discharge. If the owner fails to make changes as ordered, the DSM may undertake the work, billing the system owner for the cost of the work.

f. When ordered to disconnect an open-loop geothermal system from a sanitary or combined sewer, the owner of the geothermal system installed prior to the effective date of these General Rules and Regulations may request the DSM grant a waiver from provisions of this section if strict enforcement would cause threat of damage or harm to private property, the environment, or public safety because of circumstances unique to the property or if an outfall with adequate capacity cannot be identified by the DSM. A monthly discharge fee will be applied to the customer's monthly Water Pollution Control utility bill.

g. If the discharge from an open-loop geothermal system is to a public storm sewer, the discharge shall be metered. The meter will be provided by the DSM and read monthly. The DSM will bill the owner of the geothermal system at the rate in effect at the time of the discharge. A monthly meter fee shall also be charged.

h. In lieu of metering, the owner of the open-loop geothermal system may elect to pay a flat monthly fee calculated by the DSM. The calculation will be based on the system manufacturer's estimate of average discharge per day (or per month). Alternatively, the DSM may install a meter for a period of one (1) year to establish the average monthly flow of discharge from the open-loop geothermal system and charge a flat monthly fee based on that average.

i. Open-loop geothermal systems requiring modification after the effective date of these General Rules and Regulations due to injection well

failure, may connect to a public storm sewer or other discharge point as described above. An appropriate discharge point will be identified by the Development Services Department based on a capacity analysis. All piping and other appurtenances necessary to connect to the approved discharge point will be the responsibility of the geothermal system owner for installation, operation, maintenance, repair, replacement as necessary. If a connection is made to a public storm sewer, the discharge will be metered and the owner will be billed as described above or a flat rate may be applied.

j. Cleaning agents used for the maintenance of open-loop geothermal systems must be discharged to a sanitary or combined sewer, provided the cleaning agent does not violate the City's industrial pre-treatment program limits as set forth in Chapter 51 of the Code. The discharge of chemicals shall be metered and appropriate charges applied.

3. Non-Residential

a. Open or closed loop geothermal heating and/or cooling systems are permitted in non-residential properties.

b. In non-residential applications, the discharge point for an open-loop geothermal system shall be determined based on a sewer capacity analysis. Open loop geothermal systems shall not discharge to a sanitary sewer. Storm and combined sewer systems shall be considered as discharge locations. Combined sewers and stormwater management facilities that do not have capacity during wet weather shall not be approved as discharge points.

c. A discharge point for the open-loop geothermal system will be identified by the Development Services Department based on capacity analysis. All piping and other appurtenances necessary to connect to the approved discharge point will be the responsibility of the geothermal system owner for operation, maintenance, repair, replacement as necessary.

d. Open-loop geothermal systems may discharge:

i. Directly to groundwater through an injection well or to the Maumee, St. Mary's or St. Joseph Rivers with proper permits or necessary approvals. In either case, all piping and outfall structures will be owned by geothermal system owner and it will be the responsibility of the owner to properly install, operate, maintain, repair or replace system components as necessary.

ii. To a privately owned and maintained detention or retention pond, so long as the geothermal system discharge was included in the design of the basin and the design has been approved by the DSM. Absent this, the installation must be approved by the owner of the basin and the DSM.

iii. To an underground detention system so long as the design and ultimate discharge point has been approved by the DSM. If the ultimate discharge is to a public storm or combined sewer, the discharge shall be metered as described above.

e. In no case shall an open-loop geothermal heating and/or cooling systems discharge into a swale, ditch, stream or lake unless such discharge has been reviewed and approved by the DSM and the owner of the swale, ditch, stream or lake.

f. The DSM may inspect the privately owned piping and appurtenances used to connect the geothermal system discharge to the identified outfall and may order owner to make repairs as necessary for proper functioning of the discharge system. If the owner fails to make changes as ordered, the DSM may undertake the work, billing the system owner for the cost of the work.

g. The owner of the open-loop geothermal system shall be responsible for the design, construction, operation, maintenance and replacement as necessary of any appurtenances needed to convey discharge from said system to the approved discharge point. Plans must be reviewed and approved by Development Services Department before construction.

h. If the approved discharge point for a non-residential open-loop geothermal is a public storm or combined sewer that is part of the City of Fort Wayne's sewer system, the discharge shall be metered using equipment that complies with DSM standards and specifications. Metering equipment shall be reviewed and approved by the Development Services Department prior to installation. The DSM will bill the owner of the geothermal system at the rate in effect at the time of the discharge. A monthly meter fee shall also be charged.

i. Open-loop geothermal systems requiring modification due to injection well failure may connect to a public combined or storm sewer or other discharge point as described above. An appropriate discharge point will be identified by the Development Services Department based on a capacity analysis. All piping and other appurtenances necessary to get to approved discharge point will be responsibility of geothermal system owner for operation, maintenance, repair, replacement as necessary. If a connection is made to a public combined or storm sewer, discharge will be metered and the owner will be billed as described below or a flat rate may be applied.

j. The owner of the non-residential open loop geothermal system shall be billed for discharge based on the nature of the discharge point (combined or storm sewer) according to rates and charges in place at the time of the discharge. A monthly meter fee shall also be charged.

k. In lieu of metering, the owner of the geothermal heating/cooling system may elect to pay flat monthly fee calculated by the DSM. The

calculation will be based on the system manufacturer's estimate of average discharge per day. Alternatively, the DSM may install a meter for a period of one (1) year to establish the average monthly flow of discharge from the open-loop geothermal system and charge a flat monthly fee based on that average.

l. Cleaning agents used for the maintenance of open-loop discharge systems must be discharged to a sanitary or combined sewer provided the cleaning agent does not violate the City's industrial pre-treatment program limits as set forth in Chapter 51 of the Code. The discharge shall be metered and appropriate charges applied.

F. Swimming Pools, Chlorinated Water and Other Chemically Treated Water

1. Any and all chlorinated water, chemically treated water, salt water and treated water from swimming pools or spas shall be discharged directly to a sanitary or combined sewer.

2. Chlorinated water and swimming pool or spa water that has been treated with chlorine may be allowed to discharge to the municipal separate storm sewer system under the following conditions:

   a. Chlorinated water must sit idle for seven (7) days following the most recent chlorination prior to discharge to a storm sewer; or

   b. The water must be analyzed to show that the discharge does not contain detectable concentrations of chlorine residual (concentration must be less than 0.05mg/l). Swimming pool water with a chlorine concentration in excess of 0.05 mg/L will be considered an illicit discharge if it is discharged to the separate storm sewer system

   c. Approval for discharge of dechlorinated water or dechlorinated swimming pool or spa water into the storm sewer system must be given by the DSM through the WPCM.

   d. Water from swimming pools or spas or any other water that has been treated with any chemicals other than chlorine may not be discharged to the storm sewer system.

3. When discharging dechlorinated water or dechlorinated swimming pool or spa water to the stormwater management system, the water must be piped into a receiving structure (such as a storm sewer manhole or inlet) and must not flow directly or indirectly onto the ground of any private property other than the property of the person discharging the water, or onto or over any public property or right-of-way.

4. Dechlorinated water or dechlorinated swimming pool or spa water may be discharged onto the property where the pool or spa is located and allowed to soak into the ground so long as the discharge is completely absorbed and does not flow onto any adjacent property or public property, does not cause erosion

and does not flow into a ditch, creek or other public stormwater management system.

5. Any water from swimming pools or spas that may be contaminated with material such as insects or insect larva, soil, organic matter, algae, mildew, mold or bacteria may not be discharged into a separate storm sewer and must be discharged directly to a sanitary or combined sewer.

6. Construction of new in-ground and some above ground swimming pools requires an Improvement Location Permit from the Department of Planning Services.

G. Interactive Water Fountains

1. Any and all chlorinated or chemically treated water shall be discharged directly to a sanitary or combined sewer.

2. Interactive Water Fountains shall have a shut-off connection to the sanitary or combined sewer so as to not drain fountain areas during wet weather events and cause combined sewer overflow discharges or sanitary sewer overflows. Development Services will provide criteria for operation of the shut-off connection in addition to reviewing the connection location and other design details.

3. Discharge to a public stormwater facility and/or a local receiving stream requires the interactive water fountain property owner to obtain an NPDES permit for the discharge of the facility from the Indiana Department of Environmental Management (IDEM). A licensed wastewater Certified Operator is required to monitor, sample, and test the fountain discharge prior to entering a stormwater facility or receiving stream. The Certified Operator is also responsible for submitting required permit reports to the IDEM.

H. Power/Pressure Washing and Surface Washing/Cleaning

1. Activities encompassed in the terms power/pressure washing and surface washing/cleaning include, but are not limited to the following: cleaning public or private parking lots, parking garages, sidewalks and drive-thru lanes with heated or unheated water and with or without detergent applied with pressure; automobile, truck fleet and heavy equipment washing and rinsing, with or without pressure and with or without detergents or cleaning agents; cleaning of building exteriors and windows; graffiti removal; roof cleaning; cleaning of restaurant equipment including grease hoods and hood filters; water from mop buckets or other containers that may or may not contain detergents but has been used for surface cleaning.

2. Wastewater generated by power/pressure washing and surface cleaning may be assumed to contain materials other than clean water and thus may not be discharged either directly or indirectly into the public stormwater conveyance system, which includes storm drains, roadside ditches, gutters, and other drainage channels.

3. Wastewater generated by power washing and surface washing/cleaning shall be appropriately collected and contained.

4. The DSM, through the Industrial Pretreatment Section at the Water Pollution Control Plant, in consultation with the entity performing the cleaning services, will the proper disposal method and location. Possible disposal methods may include screening followed by direct discharge to a public combination or sanitary sewer with appropriate treatment charges and effluent limits applied; discharge to a private on-site waste treatment system; screening and landfilling solids and evaporation of liquid; land disposal at a permitted facility; disposal at a hazardous waste facility.

5. In no case shall the wastewater from power washing or surface washing be allowed to flow, either directly or indirectly, onto the ground of private property other than that of the owner of the facility where the cleaning is being done, nor shall it discharge onto any public property or right-of-way.

I. Basement Flooding/Draining

1. Water contained in a basement as a result of a flood event, sump pump failure, or other cause is assumed to contain materials other than clean water such as insects or insect larva, soil, organic matter, algae, mildew, mold, bacteria, and/or other pollutants. As a result, water that has collected in a basement must discharge to a sanitary sewer or a combination sewer.

2. If a property owner or occupant has experienced water in the basement, the property owner should contact WPCM to discuss appropriate discharge locations and methods.

3. If WPCM determines there are no sanitary sewers or combination sewers available and deems that it is not a health risk, the WPCM may authorize the water to discharge onto the property where the basement is located, provided that such water does not flow onto any adjacent property or public property. Notwithstanding the foregoing, wastewater from a sewer backup shall not be permitted to discharge directly onto the property and must always be diverted to a sanitary sewer or a combination sewer.

VII. SERVICE CHARGES AND BILLING PRACTICES

A. Rate Structure and Calculation

1. The Common Council of the City of Fort Wayne establishes rates and charges for the use of and the services rendered by the DSM.

2. Every property within the corporate limits of the City of Fort Wayne, which comprises the extent of the Stormwater Management District, that directly or indirectly contributes stormwater runoff to the stormwater management system will be assessed a stormwater service charge based upon the amount of impervious surface on the property.

3. Upon the effective date of annexation, all properties in the annexed area become subject to the rates and charges for the use of and services rendered by the DSM.

4. Stormwater-only (accounts for vacant properties or properties that do not have potable water or sanitary sewer services provided by City Utilities for which bills are issued) accounts or accounts that do not have Fort Wayne City Utilities' water for residential and non-residential property shall remain in the name of the owner of the property. These accounts shall not be terminated unless the impervious area has been removed from the property or a new account is established that will be responsible for the stormwater charges.

5. Properties within the City having impervious area will be assessed based on a number of ERUs with all properties having impervious area assigned at least one (1) ERU.

    a. Residential properties with impervious surface will be charged a monthly flat rate fee based on one (1) ERU.

    b. Non-residential properties will be assigned a number of ERUs based upon the property's individually measured impervious area (in square feet) divided by 2,500 square feet (one ERU). The number of ERUs will be calculated to two decimal places. Standard rounding rules will be utilized.

6. The following rules will apply to the measurement of impervious surface on non-residential properties for the purposes of ERU calculations:

    a. Gravel and stone areas commonly used for parking, equipment storage or as a traveled ways shall be considered impervious and will be billed a stormwater service charge based on the square footage of the area.

    b. Gravel and stone areas used for erosion control, weed control, or as landscaping shall be considered pervious. Rainfall normally will pass through these areas and into the ground. Such areas, when considered to be pervious, will not be included in the stormwater assessment calculation and will be treated the same as undeveloped property.

    c. Privately owned and maintained sidewalks, pathways and cart paths within common areas in neighborhood associations will not be considered impervious area.

    d. Publically and privately owned and maintained golf cart paths within golf courses will not be considered impervious area.

    e. Privately owned and maintained pathways within cemeteries used for gaining access to gravesites will not be considered impervious area.

    f. For the purposes of these General Rules and Regulations, condominiums will be considered to be nonresidential properties. All impervious surfaces within the condominium property, including the individual

units, private streets and sidewalks, and shared spaces such as offices, pool buildings and tennis courts will be measured and assigned a number of ERUs. All ERUs will be billed to the condominium association.

7. Residential properties and shopping centers, office buildings, and other non-residential properties under single ownership but with multiple tenants will be handled in the same manner as condominiums with the owner receiving the bill for all impervious surfaces on the property. Because individual units may have separate water or sewer accounts, stormwater only accounts will be created for multiple tenant properties.

8. Each parcel will be considered independently for the purposes of assigning ERUs. Adjacent parcels under the same ownership will be considered separately if the use of each parcel is different. If multiple adjacent parcels are being used for a single purpose or have one address, they shall be considered as one parcel for the purposes of assigning ERUs. Each parcel will be assigned a number of ERUs based on its classification as residential or non-residential. Parcels will be billed according to service address.

9. In cases where a property is being used as a residential property and also for a non-residential purpose (for example, a fruit stand in the front yard) the ERU assignment shall be based on the property's tax classification. If the property is classified for a non-residential use, all impervious surface on the property will be included in the assignment of ERUs.

B. Billing and Adjustments

1. Charges for stormwater service shall be computed and billed as determined by DSM in accordance with the Act, the Code and these General Rules and Regulations. Bills shall be rendered monthly unless additional or prorated billing is required to reflect customer changes, initial billings or as otherwise required to adjust billing cycles.

2. Billings for stormwater service shall be rendered with and shall be due and payable on the same date as billings for water and sewerage service to the same premises, if any, and if none, then within such billing cycle as the DSM may determine.

3. Charges for stormwater service shall be billed to the stormwater customer as defined in these General Rules and Regulations.

4. The customer shall be responsible for payment of bills rendered by the DSM. Payment must be made in US legal tender.

5. Service, and thus billings, for a new property shall commence with the billing for sanitary sewer and/or potable water service at the same service address, the meter set date, the date when a certificate of compliance is issued or the date when a certificate of occupancy is issued, whichever shall first occur.

6. Adjustments to stormwater charges for an established service address necessitated by a change in the amount of impervious area at the property shall commence on the date a new certificate of occupancy or certificate of compliance is issued or the date upon which the change in impervious surface is discovered and documented by the DSM.

   a. Billing adjustments pursuant to Section 53.59 of the Code required to correct for impervious area measurements shall be applied retroactively to the date of the customer's initial inquiry to the DSM seeking adjustment.

   b. Billing adjustments required in response to a Petition to Appeal shall be applied retroactively to the date of the customer's initial inquiry to the DSM seeking adjustment.

   c. Billing adjustments required to implement credits or discounts under Section 53.60 of the Code, when no issues concerning ERU assignment exist, shall be applied retroactively to the date of the customer's application.

   d. Where both ERU and credit/discount issues exist, the ERU determination must be resolved first, and all billing adjustments shall be retroactive to the applicable date under subsection (a) or (c) above.

   e. Adjustments for overpayments shall be made by crediting the customer's utility account until any overpayment has been fully repaid. If the adjustment is greater than the total of that customer's previous two months' billings for all services, City Utilities will issue a refund check for the adjustment amount upon the customer's request to the Customer Relations Department.

7. All billing errors discovered by the DSM that do not result from a customer inquiry or appeal, including incorrect rate applications, will be adjusted to the known date of the error or for a period of six (6) years, whichever period is shorter.

C. **Property Owner's Rights and Responsibilities**

1. Stormwater service shall remain the ultimate responsibility of the property owner, who shall hold the DSM harmless from any loss occasioned by delinquency including all penalties, recording fees, attorney's fees, interest and court costs, if any.

2. The owner of real estate shall, upon request to the Customer Relations Department, have the right to examine the DSM's records of billing and collection of stormwater fees for the owner's property to ascertain whether such charges have been timely paid, and the amount thereof. If the owner of real estate requests information about payments made by a third party, a request should be made to the City of Fort Wayne Legal Department using the form appropriate for seeking information under the Freedom of Information Act.

3. Nothing herein contained shall permit a property owner, or any person other than the customer being billed, to inspect, examine or otherwise obtain confidential information.

4. Stormwater service charges attach to the property. If an owner sells or otherwise transfers premises billed for stormwater service, that owner will be held responsible for the payment of all bills rendered for stormwater service until legal notice of the transfer has been given to the Customer Support Department of the DSM.

VIII. DELINQUENCIES AND COLLECTION REMEDIES

1. Charges for stormwater service levied pursuant to Chapter 53 of the Code, shall be due and payable on or before the due date stated on the bill. Any charge for service not paid by the due date shall be considered delinquent, and may be collected, with an applied penalty, recording fees, collection or deferred payment charges, attorney's fees, interest and court costs, if any, in accordance with Section 53.58 of the Code.

2. Delinquent stormwater service bills shall be subject to a late charge of ten (10%) percent on the outstanding balance in accordance with Section 53.58 of the Code.

   a. Where the property having a delinquent account for charges for stormwater service is served by the City's water utility, the water utility may, after reasonable notice to the person being billed, shut off water service to the property where stormwater and water services are being provided. Water service shall not be restored until the delinquent account, together with the costs of turning off and turning on the water, shall have been paid.

   b. A customer's current water service may be discontinued for failure to pay any unpaid stormwater charges previously billed and outstanding, regardless of the premises with respect to which the charges were incurred, when the previous charges are transferred to the customer's new account, and the delinquency requires such action.

   c. Failure of the customer to receive a bill shall not affect the right of the water utility to turn off and discontinue water service for non-payment of a stormwater bill or to seek any other remedies available to it by law or in equity.

   d. An application for potable water service from Fort Wayne City Utilities may be denied until any unpaid stormwater charges previously billed and outstanding, regardless of the premises with respect to which the charges were incurred, are paid in full.

3. Disputing the accuracy of a stormwater bill shall not be a valid reason for non-payment of a bill by the customer, nor shall the filing of an application for a discount or credits stay the customer's obligation to pay stormwater charges

when due. The customer may pay a bill under protest, by giving written notice that redress is being sought. Such written notices must be filed with the Supervisor of the Customer Support Department of the Stormwater Utility prior to the due date of the bill.

4. Moving from one location to another in no way absolves the customer from responsibility for any unpaid charges incurred at a previous location.

5. Two or more final and active accounts in the same name or guaranteed by the same party may be consolidated at the sole discretion of the utility when one or more of the accounts has been closed and the amount owing on said account is delinquent.

6. In addition to the foregoing remedies, the DSM may foreclose liens established under Section 53.62 of the Code.

7. Checks returned for non-sufficient funds will be subject to reimbursement of the fee the banking institution charges the DSM and the DSM may add an administrative charge for each account affected.

IX. CREDITS AND DISCOUNTS

A. Discount for Certain Property Tax Exempt Properties

Pursuant to Section 53.60 of the Code, land and buildings used for various purposes when exempt from property taxation under I.C. 6-1.1-10-1, 6-1.1-10-2, 6-1.1-10-4, 6-1.1-10-5 and 6-1.1-10-16, shall be entitled to a twenty-five percent (25%) discount off of the gross ERUs assigned for any such land or buildings under Section 53.60 of the Code, where the statutory exemption has been granted and can be confirmed through the records of the Allen County Auditor's Office.

B. Credits

Customers seeking the discount or credits must file an application on the appropriate forms provided by City Utilities. Credit applications must be accompanied by the appropriate application fee. The fee shall be $25.00 for residential users and $100.00 for all others.

1. Direct Discharge Credit

   a. Properties, or portions thereof, directly discharging stormwater to the following waterways shall be entitled to a proportionate credit against assigned stormwater ERUs: St. Mary's River, St. Joseph River, Maumee River, all regulated drains within the corporate boundaries of the City under the control of the Allen County Drainage Board, and that section of Spy Run Creek downstream of State Boulevard.

   b. It is the intent of the City to take over jurisdiction and control of all regulated drains within the corporate boundaries of the City, most of which are currently regulated by the Allen County Drainage Board. Credits granted under this section regarding each such drain shall expire

upon the effective date of the relevant transfer from the County to the City.

c. Credits for properties located within drainage maintenance and repair districts.

i. Properties located within drainage maintenance and repair districts created under IC 14-27-8-4 and further addressed at IC 36-9-27 et seq. shall be eligible for a direct discharge credit to the same extent as other properties directly discharging to other than the City's storm drainage system, as set out at in Chapter 53 of the Code and Section 1 above, but in no case shall a property pay less than thirty-five percent (35%) of the gross amount owed prior to the application of the direct discharge credit.

ii. Application for credit under this subsection of Chapter 53 of the Code may be made by the neighborhood or subdivision involved, on behalf of the entire district, subject to the approval of the Fort Wayne Stormwater Management Board. Should no such formal entity exist, application may be made by petition filed by fifty-one percent (51%) of the residents within the specific district, for the entire district, also subject to approval by the Board. If neither of these options is available, individual properties may still apply for direct discharge credit under Section 1 above.

iii. Credit calculation shall be performed on a two tier basis: (1) Credits for residential property shall be calculated as if each user filed an individual application. (2) Credit for non-residential property, where applicable, shall be calculated following measurements according to 53.57 and billed to the legal entity representing the district.

iv. The City shall provide no stormwater services, including but not limited to maintenance, repair, reconstruction or emergency work, to any property granted a stormwater credit hereunder, for so long as said credit is in effect.

v. The legal entity for the district granted credit hereunder shall execute a contract with the Board, the terms of which shall obligate the owners of the property receiving the credit to abide by subsection (d) herein. If application be made by petition, said petition form shall bind the district in like manner.

vi. The cost of application for direct discharge credit under these provisions shall be that assessed to non-residential applicants, if any non-residential property belonging to the district exists, plus $2.00 per residential property to compensate City Utilities for its administrative, data control and engineering costs associated with processing the application for credit.

vii. Properties not located within a district or not served by Allen County's subterranean drainage system are not eligible for credit hereunder. However, individual properties may be eligible for direct discharge under section B(1) above.

2. Quantity Reduction Credit

a. Where the peak stormwater runoff rate from a property is restricted and controlled through onsite BMPs (such as detention facilities) which are privately designed, constructed and maintained according to Utility standards and requirements, a Quantity Reduction Credit (QRC) shall be granted to the owner(s) proportionate share of the amount of that property directly served.

b. Full QRC shall be limited to a maximum of 65% of the total assigned ERUs. QRC will be calculated in accordance with the following:

	RELEASE RATE	
Minimum Storage Volume	Singular Peak Release[1]	Graduated Peak Release[2]
50-yr. Storm	Quarter Credit	Half Credit
100-yr. Storm	Half Credit	Full Credit

[1]Singular Peak Release: release rate not more than 0.18 cubic feet per second per acre (the typical 5-year peak discharge rate from an undeveloped site) during the maximum design storm event, without further significant discharge restriction for smaller, more frequent storm events.

[2]Graduated Peak Release: release rate not more than 0.05 cubic feet per second per acre (the typical 2-year peak discharge rate from an undeveloped site) during a 10-year storm, graduating to not more than 0.18 cubic feet per second per acre (the typical 5-year peak discharge rate from an undeveloped site) during the maximum design storm event.

The credit for detaining runoff is:

Detention QRC = T% x (A_{det}/A_t), where

T = percent credit from table
A_{det} = onsite area draining through detention

A_t = total area of property

c. QRC may be available for other types of BMPs on a case-by-case basis after review and recommendation by the DSM staff and approval of the Director.

3. Unique and Special Cases

For unique and special cases where a property owner or customer can unequivocally document and demonstrate through appropriate engineering studies that his property's stormwater runoff impact on the Utility's stormwater drainage system is significantly less than suggested by its assigned ERUs, the Director, upon recommendation of his staff, has the authority to make adjustments consistent with the intent of the ordinance establishing charges for stormwater services and with this policy.

4. Administrative/Quality Cap

   a. Stormwater service charges are made up of water quantity, water quality and administrative components. Credits are only available to reduce the water quantity component at this time.

   b. Users are entitled to a credit (or credit and discount) up to a maximum of sixty-five (65%) of the gross stormwater ERUs assigned for a certain property (water quantity component). The fee for the remaining thirty-five percent (35%) represents administrative costs, the costs of improving water quality and the expense of meeting water quality permit requirements imposed on the Utility, all of which benefit the entire community.

   c. This dollar figure and percentage are subject to change based on future requirements and costs placed on the City regarding water quality and standards.

C. Inspections and Adjustments

1. Periodic Inspection and Credit Adjustments: The Department of Stormwater Management reserves the right to inspect periodically all storm drainage control facilities to ascertain whether they are operating properly. If such a system, due to improper maintenance or any other reason, fails to detain stormwater runoff in an effective manner, the Director shall issue an order to complete the repairs of the facility within 60 days. If such repairs are not completed in a timely manner, the Director, at his sole discretion, may issue an order eliminating or reducing detention credits to an appropriate level. Any such facility shall not be eligible to reapply for stormwater Quantity Reduction Credit (QRC) adjustments for a period of twelve (12) months following any credit reduction or elimination ordered by the Director.

2. Land Use Change: The issuance of any building permit or other action which changes or intensifies the existing land development of a non-residential property shall be cause for an adjustment of the stormwater service charges and/or credits accordingly. The property owner or customer shall have the obligation of informing the DSM of any such changes.

X. ADMINISTRATIVE REVIEW AND APPEALS

A. Process

Any person aggrieved by any fee, charge or determination made by the DSM may request and shall be granted an Administrative Appeal.

If a customer disputes a fee, charge, or determination by the DSM, the customer shall first contact the CSD within twenty (20) days after notice of the fee, charge, or determination at issue to discuss the dispute with a CSD Representative. For purposes of this paragraph, the monthly bill shall constitute notice of any fee or charge. For all other determinations by the DSM, notice is considered provided once the written determination has been mailed to the customer.

If the matter is not resolved to the customer's satisfaction, the customer shall discuss the determination with the Supervisor of the CSD. If after discussion with the Supervisor of the CSD the matter is still not resolved, the customer shall discuss the determination with the Chief Officer of Customer Support.

If the matter is still not resolved to the customer's satisfaction, the customer may request an administrative hearing. This request shall be made after the matter has been discussed with the Chief Office of Customer Support, but in no event later than thirty (30) days after notice of the fee, charge, or determination at issue.

If a customer requests a hearing, the facts concerning the dispute along with a clear request for an Administrative Hearing shall be submitted in writing to the Chief Officer of Customer Support. Upon receipt of the customer's request, the Chief Officer of Customer Support will schedule a hearing at which the customer may appear and be heard.

B. Basis for Appeal

The following circumstances may form the basis of a customer's appeal, which will be investigated and heard by a Hearing Officer who will render a decision following an Administrative Hearing:

1. Fee determination methodology applies to a customer's individual property. The appeal process described herein will be used for appeals by customers of the fee they are being charged and the methodology used to calculate the charge, not to contest the rate structure of the existence of the fee itself. Any challenge to the fee or the rate structure should be undertaken pursuant to Indiana Code.

2. A difference or disagreement in interpretation of what is to be considered impervious ground cover. Definitions of what is impervious area were established by the DSM in advance of measurement of customer properties and are contained herein and in Chapter 53 of the Code. A customer may feel that these definitions have been incorrectly applied and resulted in an incorrect fee being charged.

3. An unresolved dispute over the land use category applied to a particular parcel or property. Businesses operated out of a residential property are potential sources of appeals of this type.

4. A dispute over the amount of water quantity reduction credit given to a customer for installing controls what reduce the cost to the DSM to operate the Stormwater Management Program, or for the property's location on certain waterways. Disputes may arise over the extent to which a particular stormwater control reduces costs incurred by the DSM.

5. Disallowance of the discount for certain property-tax-exempt entities may also be appealed.

6. Notice of Violation received and appealed in accordance with Section 53.70 of the Code.

XI. ENFORCEMENT

1. In accordance with Section 53.12 of the Code, the power to enforce Chapter 53 of the Code not specifically dealt with elsewhere shall be vested in the DSM acting by and through the Board.

2. The DSM reserves the right to consider the severity of the infraction and the responsible party's efforts to comply with the Stormwater Utility's requirements in enforcing the terms and conditions of the Code.

3. Prior to serving a Notice of Violation, the DSM may give a first-time verbal warning or a letter describing and encouraging corrective or remedial action.

4. Except as set forth herein, enforcement actions shall be initiated by serving a Notice of Violation, which shall state the violation and the time period to implement a corrective action and have it validated.

5. If the violator fails to implement the corrective action in the timer period specified in the Notice of Violation, the Stormwater Utility shall send the Notice of Violation and evidence to the City Law Department. The City Law Department may proceed with an enforcement action.

XII. REMEDIES NOT EXCLUSIVE

The remedies provided to the DSM by these General Rules and Regulations shall not be exclusive and shall be in addition to all other remedies which the DSM has in law or equity.

XIII. SEVERABILITY PROVISION

The invalidity of any section, sentence, clause, paragraph, part of provision of these General Rules and Regulations shall not affect the validity of any other section, sentence, clause, paragraph, part of provision of these General Rules and Regulations which can be given meaning without such invalid part or parts. These General Rules and Regulations are intended to be, and should be construed to be, to the maximum extent possible, consistent with and in compliance with the Act, the Code and all other applicable laws, regulations, codes and ordinances.

XIV. AMENDMENTS AND REVISIONS

The Board reserves the right, by appropriate action, to amend, modify, delete, change or otherwise revise these General Rules and Regulations as it may deem, from time to time, to be desirable and/or necessary.

XV. EFFECTIVE DATE

These General Rules and Regulations shall become effective upon passage of an appropriate resolution by the Board.

XVI. INCORPORATION OF ADDITIONAL POLICIES

The "Policy of the Fort Wayne Board of Stormwater Management Regarding Public and Private Stormwater System Infrastructure and Extension of Storm Sewer Mains" approved by the Board on May 1, 2018, ref. Resolution #105-5-1-18-3, is incorporated by reference into these General Rules and Regulations.

IMPROVEMENT RESOLUTION NO. 0445P

GUARDRAIL REPLACEMENT/INSTALLATION - 2019
WORK ORDER NO. 0445P

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Furnish and install guardrail and other related items at given damaged guardrail locations, within the City limits for the year remaining 2019.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 29 day of October, 2019.

BOARD OF PUBLIC WORKS

Shan Gunawardena, Chairman

Kumar Menon, Member

Mike Avila, Member

ATTEST:
Michelle Fulk-Vondran, Clerk

FLAUGH ROAD SANITARY SEWER EXTENSION
RESOLUTION NO. 76488

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the installation of approximately 3530 LF of 15" PVC (SDR 35) gravity sanitary sewer, including 230LF of Jack and Bore under US 30.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Flaugh Road Sanitary Sewer Extension

Declares the cost of the said improvements shall be paid by the funds from public funds from Fort Wayne Sewer Utility Revenue.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will acquire the property rights described in Attachment "A" (Property Acquisition Summary Sheet).

Declares the cost associated with property acquisition was $6,125.00.

Declares the engineer's estimate of the project's total cost is $846,510.00.

APPROVED THIS 29 DAY OF October, 20 19.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Attachment "A" - Property Acquisition Summary

Property Owner Information					Easment Information			
Parcel No.	Property Owner	Property Address	Mailing Address	Source of Title: Deed Record & Page or Doc. No.	Area of Perm. Esmt. (sq.ft.)	Area of Temp. Esmt. (sq. ft. or ac.)	Remarks	Easement Doc. No. (after recording)
1	Janice L Hitzemeann Revocable Trust	4000 Block Flaugh Road, Fort Wayne IN 46818	6134 W. California Rd Fort Wayne, IN 46818	2016020866	1.26ac	.048 ac		2018035300
2	Wilma Schmidt	6429 Washington Center Road Fort Wayne, IN 46818	6429 W. Washington Ctr Rd Fort Wayne, IN 46818	2008054454	.079 ac	0		2019038407

BROOKSIDE PARKERDALE DRAINAGE IMPROVEMENTS
RESOLUTION NO. 83453

RESOLUTION BY THE BOARD OF STORMWATER MANAGEMENT of the City of Fort Wayne, Indiana that:

Orders the installation of approximately 3,400 LF of storm sewers ranging in sizes 12-inch to 36-inch, 52 storm structures, installation of a new storm sewer outfall, drainage swale upgrades and restoration, and approximately 3,500 LF of water main relocation.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Brookside Parkerdale Drainage Improvements.

Declares the cost of the said improvements shall be paid by the funds from public funds Fort Wayne Stormwater Utility (Revenue Bond).

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $1,800,000.

APPROVED THIS 29 DAY OF October, 20 19.

BOARD OF STORMWATER MANAGEMENT

BY: _____
Matthew A. Wirtz, Chair

BY: _____
Shan Gunawardena, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Nov 2019

IMPROVEMENT RESOLUTION NO. 0298X

0298X State Blvd Bridge over Bullerman Ditch

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

Bridge replacement of State Blvd over the Bullerman Ditch, watermain relocation, asphalt road work, and added sidewalk.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 5 day of November, 2019.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

ABSENT
Kumar Menon, Member

Mike Avila, Member

ATTEST:
Michelle Fulk-Vondran, Clerk

IMPROVEMENT RESOLUTION NO. 0307S

Reed Road Sidewalk Connection Phase II
WORK ORDER NO. 0307S

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:
New sidewalk segments on Reed Road between Stellhorn Road and St. Joe Center Road and constructing ADA curb ramps, isolated curb, ditch grading, drive approaches and culverts.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 5th day of November, 2019.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

ABSENT
Kumar Menon, Member

Mike Avila, Member

ATTEST:
Michelle Fulk-Vondran, Clerk

THREE RIVERS FILTRATION PLANT
BATCH LIME SLAKING SYSTEM
RESOLUTION NO. 66533

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

The Work is generally described as the installation a new RDP Tekkem batch lime slaking system in Plant 3 on the Three Rivers Filtration Plant. The system consists of new pebble lime feeder, batch lime slaker, aging tank, slurry pumps, motor control center, and a new programmable logic controller. Modifications to existing day bin, pneumatic, and process piping.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, 'Three Rivers Filtration Plant Batch Lime Slaking System'.

Declares the cost of the said improvements shall be paid by the funds from public funds from Fort Wayne Water Utility (State Revolving Funds).

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $2,303,000.

APPROVED THIS 5th DAY OF November, 20 19.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: ABSENT
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Limberlost Acres Drainage Improvements
RESOLUTION NO. 83619

RESOLUTION BY THE BOARD OF STORMWATER MANAGEMENT of the City of Fort Wayne, Indiana that:

Orders the installation of approximately 30 storm water structures, 2,600 LF of storm pipe ranging in diameter from 12-inches to 18-inches, project also includes restoration of driveway and street crossings.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Limberlost Acres Drainage Improvements.

Declares the cost of the said improvements shall be paid by the funds from public funds Fort Wayne Stormwater Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will not need to acquire any property or easements to construct the project.

Declares the engineer's estimate of the project's total cost is $637,483.82.

APPROVED THIS 5th DAY OF November, 20 19.

BOARD OF STORMWATER MANAGEMENT

BY: _____
Matthew A. Wirtz, Chair

BY: _____
Shan Gunawardena, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

PETTIT-RUDISILL NEIGHBORHOOD SEWER OPEN CUTS
RESOLUTION NO. 76735

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

The CONTRACTOR shall furnish all labor, materials, supplies, and equipment required to perform the following:

The open cut excavation replacement of two areas of combination sewer that are fully deteriorated in the Pettit-Rudisill Neighborhood. The replacement includes approximately 1,800 linear feet of 12" sewers, 7 manholes, and 5 catchbasins.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Pettit-Rudisill Neighborhood Sewer Open Cuts.

Declares the cost of the said improvements shall be paid by the funds from the Sewer State Revolving Funds.

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associate with this project.

Declares the engineer's estimate of the project's total cost is $448,000.00.

APPROVED THIS 12th DAY OF November, 2019.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

HUFFMAN – PUTNAM SEWER SEPARATION, OAKLAND ST. TO HAMILTON PARK IMPROVEMENTS
RESOLUTION NO. 83712

RESOLUTION BY THE BOARD OF STORMWATER MANAGEMENT of the City of Fort Wayne, Indiana that:

The project consists of the installation of approximately 1,625 LF of 12" – 42" storm sewers and 14 structures and appurtenances along Huffman Blvd from Oakland St. to Hamilton Park.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **Huffman – Putnam Sewer Separation, Oakland St. to Hamilton Park Improvements.**

Declares the cost of the said improvements shall be paid by the funds from the Fort Wayne Sewer Utility State Revolving Funds and Storm Utility Revenue.

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works that will acquire the property rights described in Attachment "A" (Property Acquisition Summary Sheet).

States there is a $2,135.00 cost associated with the purchase of any land associate with this project.

Declares the engineer's estimate of the project's total cost is $1,580,000.00.

APPROVED THIS 12th DAY OF November, 2019.

BOARD OF STORMWATER MANAGEMENT

BY: _____
Matthew Wirtz, Chairman

BY: _____
Shan Gunawardena, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Property Acquisition Summary

Parcel No.	Owner	Property Address	Parcel Deed	Type of Easement	Remarks
1	New Life Fellowship Church	902 Putnam St	02-07-34-479-010.000-074	Temporary	Acquired

A RESOLUTION OF THE CITY OF FORT WAYNE, INDIANA BOARD OF PUBLIC WORKS APPROVING THE PURCHASE OF VACANT LAND LOCATED AT 3100 (BLK OF) VESEY AVENUE

RESOLUTION #106-11-12-19-1

WHEREAS, the City of Fort Wayne (the "City") wishes to purchase a parcel of real estate, located in 3100 (Blk of) Vesey Avenue; and

WHEREAS, the City wishes to purchase from David D. Croghan, Sr that certain parcel of real estate having the address of 3100 (Blk of) Vesey Avenue; and

WHEREAS, David D. Croghan, Sr, wishes to voluntarily sell the Real Estate to the City for an agreed-upon purchase price of Seven Thousand and One Hundred Dollars ($7,100.00).

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF FORT WAYNE, INDIANA, BOARD OF PUBLIC WORKS AS FOLLOWS:

The purchase of the Real Estate by the City of Fort Wayne, Indiana, in the amount of Seven Thousand and One Hundred Dollars ($7,100.00) is hereby approved.

APPROVED this 12th day of November 2019.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Prepared by: Chris Carmichael, City of Fort Wayne, Assistant Property Manager

Listing Broker (Co.) _____ (_____ office code) By _____ (_____ individual code)

Selling Broker (Co.) _____ (_____ office code) By _____ (_____ individual code)

Provided as a service courtesy of the INDIANA ASSOCIATION OF REALTORS®, INC.

PURCHASE AGREEMENT
(UNIMPROVED PROPERTY)

Date: 10-15-19

A. **BUYER:** City of Fort Wayne, a Municipal Corporation ("Buyer") agrees to buy the following property from the owner ("Seller") for the consideration and subject to the following terms, provisions, and conditions:

B. **PROPERTY:** The property ("Property") is known as 3100 Blk Vesey Ave in Wayne Township, Allen County, Indiana, 46809 (zip code), legally described as: 4A N Riverview Add Between Vesey Ave & River

C. **PRICE:** Buyer will pay the total purchase price of ($ 7,100.00) Seven thousand one hundred Dollars for the Property. If Buyer obtains an appraisal of the Property, this Agreement is contingent upon the Property appraising at no less than the agreed upon purchase price.

D. **EARNEST MONEY:**

1. **Submission:** Buyer submits $ Ø as Earnest Money which shall be applied to the purchase price at closing. Unless indicated otherwise in this Agreement, the listing broker shall act as Escrow Agent and shall deposit Earnest Money received into its escrow account within two (2) banking days of acceptance of this Agreement and hold it until time of closing the transaction or termination of this Agreement. Earnest money shall be returned promptly to Buyer in the event this offer is not accepted. If Buyer fails for any reason to timely submit Earnest Money in the contracted amount, Seller may terminate this Agreement upon notice to Buyer prior to Escrow Agent's receipt of the Earnest Money.
2. **Disbursement:** Upon notification that Buyer or Seller intends not to perform, and if Escrow Agent is the Broker, then Broker holding the Earnest Money may release the Earnest Money as provided in this Agreement. If no provision is made in this Agreement, Broker may send to Buyer and Seller notice of the disbursement by certified mail of the intended payee of the Earnest Money as permitted in 876 IAC 8-2-2. If neither Buyer nor Seller enters into a mutual release or initiates litigation within sixty (60) days of the mailing date of the certified letter, Broker may release the Earnest Money to the party identified in the certified letter. If the Escrow Agent is the Broker, Broker shall be absolved from any responsibility to make payment to Seller or Buyer unless the parties enter into a Mutual Release or a Court issues an Order for payment, except as permitted in 876 IAC 8-2-2 (release of earnest money). Buyer and Seller agree to hold the Broker harmless from any liability, including attorney's fees and costs, for good faith disbursement of Earnest Money in accordance with this Agreement and licensing regulations.
3. **Legal Remedies/Default:** If this offer is accepted and Buyer fails or refuses to close the transaction, without legal cause, the earnest money shall be retained by Seller for damages Seller has or will incur. Seller retains all rights to seek other legal and equitable remedies, which may include specific performance and additional monetary damages. All parties have the legal duty to use good faith and due diligence in completing the terms and conditions of this Agreement. A material failure to perform any obligation under this Agreement is a default which may subject the defaulting party to liability for damages and/or other legal remedies, which, as stated above, may include specific performance and monetary damages in addition to loss of Earnest Money.

E. **METHOD OF PAYMENT: (Check appropriate paragraph number)**

1. ☒ **CASH:** The entire purchase price shall be paid in cash and no financing is required.

2. ☐ **NEW MORTGAGE:** Completion of this transaction shall be contingent upon the Buyer's ability to obtain a ☐ **Conventional** ☐ **Insured Conventional** ☐ **Other:** _____ first mortgage loan for _____ % of purchase price, payable in not less than _____ years, with an original rate of interest not to exceed _____ % per annum and not to exceed _____ points. Buyer shall pay all costs of obtaining financing, except _____

Any inspections and charges, which are required to be made and charged to Buyer or Seller by the lender,

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FHA, VA, or mortgage insurer, shall be made and charged in accordance with their prevailing rules or regulations and shall supersede any provisions of this Agreement.

3. ☐ **ASSUMPTION: (Attach Financing Addendum)**

4. ☐ **CONDITIONAL SALES CONTRACT: (Attach Financing Addendum)**

5. ☐ **OTHER METHOD OF PAYMENT: (Attach Financing Addendum)**

F. **TIME FOR OBTAINING FINANCING: Buyer agrees to make written application for any financing necessary to complete this transaction** or for approval to assume the unpaid balance of the existing mortgage within 0 days after the acceptance of this Agreement and to make a diligent effort to meet the lender's requirements and to obtain financing in cooperation with the Broker and Seller. No more than 0 days after acceptance of the Agreement shall be allowed for obtaining loan approval or mortgage assumption approval. If an approval is not obtained within the time specified above, this Agreement may terminate unless an extension of time for this purpose is mutually agreed to in writing.

G. **CLOSING:** The closing of the sale (the "Closing Date") shall be on or before _____, or within 60 days after acceptance of this offer, whichever is later or this Agreement shall terminate unless an extension of time is mutually agreed to in writing. Any closing date earlier than the latest date above must be by mutual written agreement of the parties. The settlement or closing fee incurred in conducting the settlement charged by the closing agent or company shall be paid by ☒ **Buyer (included in allowance, if provided)** ☐ **Seller** ☐ **Shared equally.**

Notwithstanding terms to the contrary, the Parties agree that as a condition to closing, all funds delivered to the closing agent's escrow account be in such form that the closing agent shall be able to disburse in compliance with I.C. 27-07-3.7 et. seq.. Therefore, all funds from a single source of $10,000 or more shall be wired unconditionally to the closing agent's escrow account and all funds under $10,000 from a single source shall be good funds as so defined by statute. Buyer is advised that the cost incurred to wire funds on behalf of the buyer to the closing agent's escrow account for the closing of this transaction shall become an expense to the buyer and the actual cost incurred shall appear on the closing statement.

H. **POSSESSION:** The possession of the Property shall be delivered to Buyer ☒ **at closing or** ☐ **within** _____ **days beginning the day after closing by** _____ ☐ **A.M.** ☐ **P.M.** ☐ **noon or** ☐ **on or before** _____ **if closed.** All crops planted upon the Property prior to _____, shall belong to Seller, and Seller shall have access to the Property for the purpose of harvesting crops. All other crops belong to Buyer.

1. **Maintenance of Property:** Seller shall maintain the Property in its present condition until its possession is delivered to Buyer, subject to repairs in response to any inspection. Buyer may inspect the Property prior to closing to determine whether Seller has complied with this paragraph. Seller shall remove all debris and personal property not included in the sale.
2. **Casualty Loss:** Risk of loss by damage or destruction to the Property prior to the closing shall be borne by Seller, including any deductible(s). In the event any damage or destruction is not fully repaired prior to closing, Buyer, at Buyer's option, may either **(a) terminate this Agreement with prompt return of earnest money to buyer or (b) elect to close the transaction,** in which event Seller's right to all real property insurance proceeds resulting from such damage or destruction shall be assigned in writing by Seller to Buyer.
3. **Utilities/Municipal Services:** Seller shall pay for all municipal services and public utility charges through the day of possession.

I. **SURVEY:** Buyer shall receive a **(check one)** ☐ **SURVEYOR LOCATION REPORT,** which is a survey where corner markers are not set; ☐ **BOUNDARY SURVEY,** which is a survey where corner markers of the Property are set prior to closing; ☒ **WAIVED,** no survey unless required by lender; at **(Check one)** ☐ **Buyer's expense (Included in allowance, if provided)** ☐ **Seller's expense** ☐ **Shared equally.** The survey shall (1) be received prior to closing and certified as of a current date, (2) be reasonably satisfactory to Buyer, (3) show the location of all improvements and easements, and (4) show the flood zone designation of the Property. If Buyer waives the right to conduct a survey, the Seller, the Listing and Selling Brokers, and all licensees associated with Brokers are released from any and all liability relating to any issues that could have been discovered by a survey. This release shall survive the closing.

J. **FLOOD AREA/OTHER:** If the property is located in a flood plain, Buyer may be required to carry flood insurance at Buyer's expense. Revised flood maps and changes to Federal law may substantially increase future flood insurance premiums or require insurance for formerly exempt properties. Buyer should consult with one or more flood insurance agents regarding the need for flood insurance and possible premium increases. Buyer ☐ **may** ☒ **may not** terminate this Agreement if the Property requires flood insurance. Buyer ☐ **may** ☒ **may not** terminate this Agreement if the Property is subject to building or use limitations by reason of the location, which materially interfere with Buyer's intended use of the Property.

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K. **INSPECTIONS: (Check appropriate paragraph number)**

Buyer has been made aware that independent inspections disclosing the condition of the property are available and has been afforded the opportunity to require such inspections as a condition of this Agreement.

☒ 1. **BUYER WAIVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS**
Buyer **WAIVES** inspections and relies upon the condition of the Property based upon Buyer's own examination and releases the Seller, the Listing and Selling Brokers and all licensees associated with Brokers from any and all liability relating to any defect or deficiency affecting the Property, which release shall survive the closing. Required FHA/VA or lender inspections are not included in this waiver.

☐ 2. **BUYER RESERVES THE RIGHT TO HAVE INDEPENDENT INSPECTIONS (including Lead-Based Paint)**
Buyer reserves the right to have independent inspections in addition to any inspection required by FHA, VA, or Buyer's lender(s). All inspections are at Buyer's expense (unless noted otherwise or required by lender) by licensed independent inspectors or qualified independent contractors selected by Buyer within the following time periods.

INSPECTION/RESPONSE PERIOD: Buyer shall order all independent inspections after acceptance of the Purchase Agreement. Buyer shall have _____ days beginning the day following the date of acceptance of the Purchase Agreement to respond to the inspection report(s) in writing to Seller (see "Buyer's Inspection Response").

If Buyer does not comply with any Inspection/Response Period or make a written objection to any problem revealed in a report within the applicable Inspection/Response Period, the Property shall be deemed to be acceptable. If one party fails to respond or request in writing an extension of time to respond to the other party's Independent Inspection Response, then that inspection response is accepted. A timely request for extension is not an acceptance of the inspection response, whether or not granted. A REASONABLE TIME PERIOD TO RESPOND IS REQUIRED TO PREVENT MISUSE OF THIS ACCEPTANCE PROVISION. Factors considered in determining reasonable time periods include, but are not limited to, availability of responding party to respond, type and expense of repairs requested and need of responding party to obtain additional opinions to formulate a response.

If Buyer reasonably believes that the Inspection Report reveals a **DEFECT** with the Property (under Indiana law, **"Defect" means a condition that would have a significant adverse effect on the value of the Property, that would significantly impair the health or safety of future occupants of the Property, or that if not repaired, removed, or replaced would significantly shorten or adversely affect the expected normal life of the premises**), and Seller is unable or unwilling to remedy the defect to Buyer's reasonable satisfaction before closing (or at a time otherwise agreed to by the parties), then Buyer may terminate this Agreement or waive such defect and the transaction shall proceed toward closing. BUYER AGREES THAT ANY PROPERTY DEFECT PREVIOUSLY DISCLOSED BY SELLER, OR ROUTINE MAINTENANCE AND MINOR REPAIR ITEMS MENTIONED IN ANY REPORT, SHALL NOT BE A BASIS FOR TERMINATION OF THIS AGREEMENT.

L. **TITLE APPROVAL:** Prior to closing, Buyer shall be furnished with ☒ **a title insurance commitment for the most current and comprehensive ALTA Owner's Title Insurance Policy available** in the amount of the purchase price or ☐ **an abstract of title continued to date**, showing marketable title to Property in Seller's name. Seller must convey title free and clear of any encumbrances and title defects, with the exception of any mortgage assumed by Buyer and any restrictions or easements of record not materially interfering with Buyer's intended use of the Property. A title company, at Buyer's request, can provide information about availability of various additional title insurance coverages and endorsements and the associated costs.

Owner's Title Insurance Premium and that portion of Title Service Fees incurred to prepare the Owner's Policy (including title search and examination and commitment preparation), to be paid by ☒ **Buyer (included in allowance, if provided)** ☐ **Seller** ☐ **Shared equally.**

Lender's Title Insurance Premium and that portion of Title Service Fees incurred to prepare the Lender's Policy (including title search and examination and commitment preparation), if applicable, to be paid by ☐ **Buyer (included in allowance, if provided)** ☐ **Seller** ☐ **Shared equally** ☐ **Other** _____.

The parties agree that ☐ **Seller** ☒ **Buyer** will select a title insurance company to issue a title insurance policy and will order the commitment ☐ **immediately or** ☐ **other:** after contingencies under Section 4 (Further Conditions) are met.

Pursuant to Federal and State law, Seller cannot make Seller's selection of a title insurance provider a condition of this Agreement.

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Seller agrees to pay the cost of obtaining all other documents necessary to perfect title (including the cost of the deed and vendor's affidavit), so that marketable title can be conveyed.

M. **TAXES: (Check appropriate paragraph number)**

☒ 1. Buyer will assume and pay all taxes on the Property beginning with the taxes due and payable on May 10, 2020, _____, and all taxes due thereafter. At or before closing, Seller shall pay all taxes for the Property payable before that date.

☐ 2. All taxes that have accrued for any **prior calendar year** that remain unpaid shall be paid by Seller either to the County Treasurer and/or the Buyer in the form of a credit at closing. All taxes that have accrued for the **current calendar year** shall be prorated on a calendar-year basis as of the day immediately prior to the Closing Date.

For purposes of paragraph 1 and 2: For the purpose of determining the credit amount for accrued but unpaid taxes, taxes shall be assumed to be the same as the most recent year when taxes were billed based upon *certified* tax rates. This shall be a final settlement.

N. **PRORATIONS AND SPECIAL ASSESSMENTS:** Insurance, if assigned to Buyer, interest on any debt assumed or taken subject to, any rents, all other income and ordinary operating expenses of the Property, including but not limited to, public utility charges, shall be prorated as of the day immediately prior to the Closing Date. Seller shall pay any special assessments applicable to the Property for municipal improvements previously made to benefit the Property. Seller warrants that Seller has no knowledge of any planned improvements which may result in assessments and that no governmental or private agency has served notice requiring repairs, alterations or corrections of any existing conditions. Public or municipal improvements which are not completed as of the date above but which will result in a lien or charge shall be paid by Buyer. Buyer will assume and pay all special assessments for municipal improvements completed after the date of this Agreement.

O. **TIME:** Time is of the essence. Time periods specified in this Agreement and any subsequent Addenda to the Purchase Agreement are calendar days and shall expire at 11:59 PM of the date stated unless the parties agree in writing to a different date and/or time.

Note: Seller and Buyer have the right to withdraw any offer/counter offer prior to written acceptance and delivery of such offer/counter offer.

P. **COMMUNITY ASSOCIATION ("Association"):** Documents for a **mandatory** membership association shall be delivered by the Seller to Buyer within NA days after acceptance of this Agreement. Broker is not responsible for obtaining or verifying this information. If the Buyer does not make a written response to the documents within NA days after receipt, the documents shall be deemed acceptable. In the event the Buyer does not accept the provisions in the documents and the provisions cannot be waived, this Agreement may be terminated by the Buyer and the earnest money deposit shall be refunded to Buyer promptly. Any approval of sale required by the Association shall be obtained by the Seller, in writing, within NA days after Buyer's approval of the documents. Fees charged by the "Association", or its management company, for purposes of verification of good standing and/or transfer of ownership shall be shared equally by Buyer and Seller. Start-up or one time reserve fees, if any, shall be paid by Buyer.

Buyer acknowledges that in every neighborhood there are conditions which others may find objectionable. Buyer shall therefore be responsible to become fully acquainted with neighborhood and other off-site conditions that could affect the Property.

Q. **PROTECTIVE RESTRICTIONS, COVENANTS, LIMITATIONS RECORDED PLATS AND EASEMENTS:** If the Property is subject to and affected by certain recorded protective restrictions, covenants, limitations and easements ("Covenants"), Seller shall furnish to Buyer a copy of the Covenants by the time evidence of title is provided. If the Property is in a recorded subdivision, then Seller shall furnish to Buyer a copy of the recorded plat, amendments and replats.

R. **ATTORNEY'S FEES:** Any party to this Agreement who is the prevailing party in any legal or equitable proceeding against any other party brought under or with relation to the Agreement or transaction shall be additionally entitled to recover court costs and reasonable attorney's fees from the non-prevailing party.

S. **ENVIRONMENTAL REPRESENTATIONS OF SELLER.** To Seller's best knowledge, based on an inquiry of those persons directly responsible for gathering the information, there does not currently exist any actual or potential contamination of the soil, subsoil, ground water, or any other portion of the Property by any hazardous or toxic substance or their constituents, or any underground tanks on the Property other than for the use of motor fuel or heating oil for use and consumption of Seller on the premises, and no environmental filings have been made concerning the Property with any governmental agency.

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2015 Real Estate

To Seller's best knowledge, based on an inquiry of those persons directly responsible for gathering information, Seller has complied at all times with all applicable federal, state and local environmental laws and regulations, including without limitation, the Indiana Responsible Property Transfer Law, as amended, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, the Resource Conservation and Recovery Act, as amended, the Toxic Substance Control Act, Superfund Amendments and Reauthorization Act of 1986, any of the regulations under them, and any other federal statute and any state statute or municipal ordinance creating liability for the treatment, storage, disposal, arranging, or the existence on the Property of any hazardous or toxic substance, including their constituents. If required, Seller shall timely furnish to Buyer an environmental disclosure statement complying with the Indiana Responsible Property Transfer Law.

T. **MISCELLANEOUS:**

1. Unless otherwise provided, any prorations for rent, taxes, insurance, damage deposits, association dues/assessments, or any other items shall be computed as of the day immediately prior to the Closing Date.

2. Underground mining has occurred in Indiana, and Buyers are advised of the availability of subsidence insurance.

3. The Indiana State Police has created a registry of known meth contaminated properties which can be found at www.in.gov/meth. Click on "Clan Lab Addresses." Broker is not responsible for providing or verifying this information.

4. The Indiana Sheriff's Sex Offender Registry exists (www.Indianasheriffs.org) to inform the public about the identity, location and appearance of sex offenders residing within Indiana. Broker is not responsible for providing or verifying this information.

5. Conveyance of this Property shall be by general Warranty Deed, or by _____ _____, subject to taxes, easements, restrictive covenants and encumbrances of record, unless otherwise agreed.

6. If it is determined Seller is a "foreign person" subject to the Foreign Investment in Real Property Tax Act, Seller will pay applicable tax obligation.

7. Any notice required or permitted to be delivered, shall be deemed received when personally delivered, transmitted electronically or digitally or sent by express courier or United States mail, postage prepaid, certified and return receipt requested, addressed to Seller or Buyer or the designated agent of either party.

8. This Agreement shall be construed under and in accordance with the laws of the State of Indiana and is binding upon the parties' respective heirs, executors, administrators, legal representatives, successors, and assigns.

9. In case any provision contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.

10. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties' respecting the transaction and cannot be changed except by their written consent.

11. All rights, duties and obligations of the parties shall survive the passing of title to, or an interest in, the Property.

12. Broker(s) may refer Buyer or Seller to other professionals, service providers or product vendors, including lenders, loan brokers, title insurers, escrow companies, inspectors, pest control companies, contractors and home warranty companies. Broker(s) does not guarantee the performance of any service provider. Buyer and Seller are free to select providers other than those referred or recommended to them by Broker(s). The parties agree that Brokers and their companies shall be released and held harmless in the event of claims disputes with any service provider.

13. By signing below, the parties to this transaction acknowledge: 1) receipt of a copy of this Agreement; and 2) information regarding this transaction may be published in a multiple listing service, Internet or other advertising media.

14. Any amounts payable by one party to the other, or by one party on behalf of the other party, shall not be owed until this transaction is closed.

15. Buyer and Seller consent to receive communications from Broker(s) via telephone, U.S. mail, email and

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facsimile at the numbers/addresses provided to Broker(s) unless Buyer and Seller notify Broker(s) in writing to the contrary.

16. Buyer discloses to Seller that Buyer holds Indiana Real Estate License # _____.

17. Where the word "Broker" appears, it shall mean "Licensee" as provided in I.C.25-34.1-10-6.8.

U. **FURTHER CONDITIONS AND ZONING REQUIREMENTS (List and attach any addenda):** Purchase is subject to approval of the City of Fort Wayne Board of Public Works and the approval of the Common Council of the City of Fort Wayne

V. **ACKNOWLEDGEMENTS:** This ☐ is ☒ is not a limited agency transaction. Buyer and Seller acknowledge that each has received agency office policy disclosures, has had agency explained and now confirms all agency relationships. Buyer and Seller further acknowledge that they understand and accept agency relationships involved in this transaction. By signature below, the parties verify that they understand and approve this Purchase Agreement and acknowledge receipt of a signed copy.

W. **CONSULT YOUR ADVISORS:** Buyer and Seller acknowledge they have been advised that, prior to signing this document, they may seek the advice of an attorney for the legal or tax consequences of this document and the transaction to which it relates. In any real estate transaction, it is recommended that you consult with a professional, such as a civil engineer, environmental engineer, or other person, with experience in evaluating the condition of the Property.

X. **EXPIRATION OF OFFER:** Unless accepted by Seller and delivered to Buyer by _____ ☐ **A.M.** ☐ **P.M.** ☐ **Noon** the _____ day of _____, this Purchase Agreement shall be null and void and all parties shall be relieved and released of any and all liability or obligations.

This Agreement may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The parties agree that this Agreement may be transmitted between them electronically or digitally. The parties intend that electronically or digitally transmitted signatures constitute original signatures and are binding on the parties. The original document shall be promptly delivered, if requested.

City of Fort Wayne
Daniel A. Brenner 10-15-19 _____
BUYER'S SIGNATURE DATE BUYER'S SIGNATURE DATE

Daniel A. Brenner _____
PRINTED PRINTED

SELLER'S RESPONSE: (Check appropriate paragraph):

This 15th **day of** Oct, 2019, **at** 9:00 ☒ **A.M.** ☐ **P.M.** ☐ **Noon**

☒ **1. The above offer is Accepted.**

☐ **2. The above offer is Rejected.**

☐ **3. The above offer is Countered. See Counter Offer. Seller should sign both the Purchase Agreement and the Counter Offer.**

David D. Croghan Sr 10-15-19 David _____
SELLER'S SIGNATURE DATE SELLER'S SIGNATURE DATE

David D. Croghan, Sr _____
PRINTED PRINTED

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Exhibit A

That part south of the north line of Gruber Avenue of Lot #16 in Vesey Gardens Addition to the City of Fort Wayne, Indiana.

AND

Part of the North Half of Section 15, Township 30 North, Range 12 East, Allen County, Indiana, more particularly described as follows:

Beginning at the point on the east line of Vesey Avenue, said point being 420 feet west and 953.43 feet north of the intersection of the south line of the North Half of Section 15, Township 30 North, Range 12 East, Allen County, Indiana, and the west bank of the St. Mary's River: thence north along the east line of Vesey Avenue, a distance of 366.57 feet; thence east with a deflection angle to the right of 85 degrees 31 minutes 20 seconds a distance of 324.45 feet; thence south with a deflection angle to the right of 46 degrees 12 minutes and along the St. Mary's River a distance of 189.35 feet; thence south with a deflection angle to the right 35 degrees 35 minutes 30 seconds and along the St. Mary's River a distance of 133.96 feet; thence south with a deflection angle to the right of 7 degrees 25 minutes 40 seconds and along the St. Mary's River a distance of 504.58 feet to the point of beginning, containing 3.82 acres.

A RESOLUTION OF THE CITY OF FORT WAYNE, INDIANA
BOARD OF PUBLIC WORKS
APPROVING THE DONATION OF 3333 GENEVA STREET

RESOLUTION #106-11-12-19-2

WHEREAS, the City of Fort Wayne (the "City") wishes to acquire a parcel of real estate, located at 3333 Geneva Street; and

WHEREAS, the City wishes to acquire from Margaret L. Baker that certain parcel of real estate having the address of 3333 Geneva Street; and

WHEREAS, Margaret L. Baker, wishes to voluntarily donate the Real Estate to the City for an agreed-upon purchase price of Zero Dollars ($0,000.00).

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF FORT WAYNE, INDIANA, BOARD OF PUBLIC WORKS AS FOLLOWS:

The purchase of the Real Estate by the City of Fort Wayne, Indiana, in the amount of Zero ($0,000.00) is hereby approved.

APPROVED this 12th day of November 2019.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Prepared by: Dan Brenner, City of Fort Wayne, Property Manager

DONATION AGREEMENT

THIS AGREEMENT IS MADE this 12th day of Nov, 2019 ("Effective Date") by and between Margaret Baker individually ("Donor") and The City of Fort Wayne, an Indiana municipal corporation ("Donee").

WITNESSETH:

WHEREAS, Donor owns certain unimproved real property in the City of Fort Wayne, Indiana a description of which is attached hereto and made a part hereof as Exhibit A (the "Property"); and

WHEREAS, Donor desires to make a charitable contribution of the Property to Donee;

NOW, THEREFORE, in and for consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A. Conveyance of Property

1. Donor hereby agrees to convey the Property to Donee as a charitable contribution ("Conveyance") and Donee hereby agrees to accept such charitable conveyance upon the terms and conditions set forth in this Agreement.

2. At closing, Donor shall convey to Donee by quit claim deed all title and interest Donor may have in the Property.

B. Closing.

1. Closing shall occur at a date mutually agreeable to the parties but not later than thirty (30) days after review and approval of this transaction by the City of Fort Wayne Board of Public Works and the Common Council of the City of Fort Wayne. The obtaining of such approvals shall be a condition to the closing of the subject conveyance.

2. At Closing, Donor shall deliver to Donee the following instruments:
   (a) The quit claim deed; and
   (b) Such other documents as may be reasonably required to consummate the Conveyance.

3. At Closing, Donee shall pay for the cost of title examination, title insurance, recording fees, and closing costs related to the conveyance of the Property.

4. At Closing, Donor shall provide proof of payment of all real estate taxes due and owing on the property through November 10, 2019. Donee shall pay all taxes on the property beginning with taxes due and payable on May 10, 2020.

C. **Inspection Period.**

1. Donor shall provide copies of the following documents to Donee (to the extent such documents are in Donor's possession) (the "Property Documents") within ten (10) days after execution of this Agreement;

(a) Surveys, plats and specifications for the Property;
(b) All documents, agreements and written information and reports related to the Property including service contracts, permits and licenses applicable to the Property, environmental reports and all maintenance records;
(c) Notices of any zoning, safety, building, fire, environmental, health code or other violations affecting or relating to the Property;
(d) Such other documents as Donee may reasonably request.

2. Donee shall have thirty (30) days to examine the Property Documents after receipt thereof (the "Inspection Period"), during which Donee shall have the right in its sole discretion to terminate this Agreement upon written notice to Donor. In the event of such termination, this Agreement shall be null and void and neither party shall have any further obligation to the other with respect to the Property.

3. Donor shall grant to Donee, its designees, representatives, agents, engineers and contractors access to all portions of the Property during normal business hours during the Inspection Period for the purpose of inspecting the condition of the Property. Donee retains the right to terminate this Agreement, in its sole discretion, during the Inspection Period if Donee does not accept the condition of the Property.

D. **Representations, Warranties and Indemnities of Donor.**

Donor hereby represents and warrants to Donee as of the date of this Agreement (all of which shall be true as of the Closing):

1. **Title.** Donor is conveying to Donee any and all interest Donor may have in the Property by quit claim deed. To Donor's knowledge, all water and sewer charges and other utility and municipal charges, other than real estate taxes, to the extent due and owing, have been paid in full.

2. **No Encroachments**. To Donor's knowledge, no part of the Property encroaches upon any property adjacent thereto or upon any easements, nor are there any encroachments upon the Property.

3. **Leases.** To Donor's knowledge the Property is not subject to any lease or occupancy rights held by any third party.

4. **Contracts and Agreements.** To Donor's knowledge, there are no written or oral contracts or agreements affecting the Property which may be binding on Donee, as Donor's successor in title, , which are not terminable by Donee without penalty, upon nor more than thirty (30) days advance written notice.

5. **Permits.** To Donor's knowledge, there are no permits or, licenses, required by regulatory authorities are required for the operation and use of the Property.

6. **Litigation.** To Donor's knowledge, there is no litigation or claim pending or raised against or involving the Property.

7. **No Encumbrances.** Except as may have been otherwise expressly provided herein, Donor, prior to Closing, shall not encumber the Property or any of the improvements or personal property thereon, without the prior written consent of Donee.

8. **Environmental.** (i) To Donors knowledge, there are no Environmental Perils or Hazardous Materials (as defined below) at, on, about, or under the Property.

(ii) Donor and Donee agree that, unless the context otherwise specifies or requires, the following terms shall have the meaning herein specified:

(a) "Governmental Authority" shall mean the United States, the state, the county, the city, and any other political subdivision in which the Property is located, and any court, political subdivision, agency, or instrumentality with jurisdiction over Seller or the Property.

(b) "Governmental Requirements" shall mean all statutes, laws, decisions, ordinances, rules and regulations of any Governmental Authority applicable to Seller or the Property.

(c) "Hazardous Materials" shall mean, among others, any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C.A. §§ 6901 et seq. ("RCRA"), and regulations promulgated thereunder; any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability.

E. Donee's Right to Cancel.

In the event the title report or Donee's inspection discloses unsatisfactory conditions or restrictions, Donee shall have the right exercisable in its sole and absolute discretion, to cancel the Agreement, whereupon it shall be null and void.

F. Binding Effect; Limitation of Remedy.

Donor acknowledges that Donee will expend extensive time and resources, e.g., in conducting due diligence, in reliance upon this Agreement. Accordingly, Donor specifically acknowledges this Agreement may be enforced by Donee in equity and at law. If Donee shall breach this Agreement, default, or fail to close, the exclusive remedy of Donor shall be to retain the Property. All other remedies at law or in equity are waived by Donor.

G. Notices.

Any notice, demand, request, consent or other instrument which may be or is required to be given shall be served personally or sent by United States mail, postage prepaid, and addressed to such party at its address set forth below or at such other place as either party may designate by written notice to the other or by facsimile. Any written notice served personally shall be deemed served on the date of its receipt. Any written notice sent by mail shall be deemed served on the date it is placed in the possession of the Unite States Postal Service. For purposes of this Agreement, notice shall be sent to Seller and Purchaser as follows:

To Donor: Margaret L. Baker
5515 Hosler Road
Leo, IN 46765

To Donee: The City of Fort Wayne
Citizens Square
200 East Berry, Suite 470
Attn: Daniel A. Brenner
Property Manager
Fort Wayne, IN 46802

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Donor:

Margaret Baker

Margaret L. Baker

Donee:

Daniel A. Brenner

City of Fort Wayne
Daniel A. Brenner
Its: Property Manager

Property management:donation agreement

Exhibit A

The East 132 feet of the West 566.5 feet of Lot #34 in Hartmans Outlots, as recorded in the plat thereof in the Office of the Recorder of Allen County, Indiana

A RESOLUTION OF THE CITY OF FORT WAYNE, INDIANA BOARD OF PUBLIC WORKS APPROVING THE DONATION OF TWO 10' STRIPS OF LAND

RESOLUTION #106-11-12-19-3

WHEREAS, the City of Fort Wayne (the "City") wishes to acquire two parcels of real estate, located on the north side and south side of DeForest Avenue between Sandpoint Road and Willow Oaks Drive; and

WHEREAS, the City wishes to acquire from Allen L. Poorman those two parcels of real estate located on the north side and south side of DeForest Avenue between Sandpoint Road and Willow Oaks Drive ; and

WHEREAS, Allen L. Poorman, wishes to voluntarily donate the Real Estate to the City for an agreed-upon purchase price of Zero Dollars ($0,000.00).

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF FORT WAYNE, INDIANA, BOARD OF PUBLIC WORKS AS FOLLOWS:

The purchase of the Real Estate by the City of Fort Wayne, Indiana, in the amount of Zero ($0,000.00) is hereby approved.

APPROVED this 12th day of November 2019.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Prepared by: Dan Brenner, City of Fort Wayne, Property Manager

DONATION AGREEMENT

THIS AGREEMENT IS MADE this 12th day of Nov, 2019 ("Effective Date") by and between Allen L. Poorman, ("Donor") and The City of Fort Wayne, an Indiana municipal corporation ("Donee")

WITNES SETH:

WHEREAS, Donor owns certain unimproved real property in the City of Fort Wayne, Indiana, a partial description of which is attached hereto and made a part hereof as Exhibit A (the "Property"); said final legal description shall be provided by a land survey.

WHEREAS, Donor desires to make a charitable contribution of Donor's interest in the Property to Donee;

NOW, THEREFORE, in and for consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A. Conveyance of Property.

1. Donor hereby agrees to convey by quit claim deed Donor's interest in the Property to Donee as a charitable contribution and Donee hereby agrees to accept such charitable conveyance upon the terms and conditions set forth in this Agreement.

2. At closing, Donor shall convey to Donee by quit claim deed all title and interest Donor may have in the Property.

B. Closing.

1. Closing shall occur at a date mutually agreeable to the parties but not later than thirty (30) days after review and approval of this transaction by the City of Fort Wayne Board of Public Works and the Common Council of the City of Fort Wayne. The obtaining of such approval shall be a condition to the closing of the subject conveyance.

2. At Closing, Donor shall deliver to Donee the following instruments:

(a) The said quit claim deed; and
(b) Such other documents as may reasonably be required to consummate the transaction.

3. At closing Donee shall pay all real estate taxes beginning in May of 2020, the costs of title examination, title insurance, survey, recording fees, and closing costs related to the conveyance of the Property ("closing obligations")

C. Inspection Period.

1. Donor shall provide copies of the following documents to Donee (to the extent such documents are in Donor's possession) (the "Property Documents") within ten (10) days after execution of this Agreement;

   (a) Surveys, plat and specifications for the Property;
   (b) All documents, agreements and written information and reports related to the Property including service contracts, permits and licenses applicable to the Property, environmental reports and all maintenance record;
   (c) Notices of any zoning, safety, building, fire, environmental, health code or other violations affecting or relating to the Property;
   (d) Such other documents as Donee may reasonably request.

2. Donee shall have thirty (30) days to examine the Property Documents after receipt thereof (the "Inspection Period"), during which Donee shall have the right in its sole discretion to terminate this Agreement upon written notice to Donor. In the event of such termination, this Agreement shall be null and void and neither party shall have any further obligation to the other with respect to the Property, provided, however, that Donee shall pay Donor's closing obligations theretofore incurred.

3. Donor shall grant to Donee, its designees, representatives, agents, engineers and contractors access to all portions of the Property during normal business hours during the Inspection Period for the purpose of inspecting the condition of the Property. Donee retains the right to terminate this Agreement, in its sole discretion, during the Inspection Period if Donee does not accept the condition of the Property, provided, however, that Donee shall pay Donor's closing obligations theretofore incurred.

D. Representations and Warranties of Donor.

Donor hereby represents and warrants to the best of Donor's actual knowledge and belief to Donee as of the date of this Agreement (all of which shall be true as of the Closing):

1. Title. Donor is conveying to Donee any and all interest Donor may have in the Property by quit claim deed. To the best of Donor's actual knowledge and belief, all water and sewer charges and other utility and municipal charges, and real estate taxes, to the extent due and owing, have

2. Compliance with Laws and Regulations. Donor has received no notices of any action or governmental proceeding in eminent domain, zoning charge or nonconformity with any fire, zoning, health, environmental, subdivision or other federal or local codes, laws, rules and regulations, or otherwise, which would affect the Property.

3. No Encroachments. To the best of Donor's actual knowledge and belief, no part of the Property encroaches upon any property adjacent thereto or upon any easements, nor are there any encroachments upon the Property.

4. Leases. To the best of Donor's actual knowledge and belief, the Property is not subject to any lease or occupancy rights held by any third party.

5. Contracts and Agreements. To the best of Donor's actual knowledge and belief, there are no written or oral contracts or agreements affecting the Property which may be binding on Donee, as Donor's successor in title, which are not terminable by Donee without penalty, upon not more than thirty (30) days advance written notice.

6. Permits. To the best of Donor's actual knowledge and belief, there are no permits or licenses required by regulatory authorities for the operation and use of the Property.

7. Litigation. To the best of Donor's actual knowledge and belief, there is no litigation or claim pending or raised against or involving the Property.

8. No Encumbrances. Except for liens for real estate taxes not yet due and except as may have been otherwise expressly provided herein, Donor, prior to Closing, shall not encumber the Property or any of the improvements or personal property thereon, without the prior written consent of Donee.

9. Environmental. (i) To the best of Donor's actual knowledge and belief, there are no Environmental Perils or Hazardous Materials (as defined below) at, on, about, or under the Property.

(ii) Donor and Donee agree that, unless the context otherwise specifies

or requires, the following terms shall have the meaning herein specified:

(a) "Governmental Authority" shall mean the United States, the state, the county, the city, and any other political subdivision in which the Property is located, and any court, political subdivision, agency, or instrumentality with jurisdiction over Donor or the Property.

(b) "Governmental Requirements" shall mean all statutes, laws, decisions, ordinances, rules and regulations of any Governmental Authority applicable to Donor or the Property.

(c) "Hazardous Materials" shall mean, among others, any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C.A §§ 6901 et seq. ("RCRA"), and regulations promulgated thereunder; any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability.

E. Donee's Right to Cancel.

In the event the title report of Donee's report or Donee' s inspection discloses unmarketability of title to the Property, Donee shall have the right exercisable in. its sole and absolute discretion, to cance the Agreement, whereupon it shall be null and void, except as provided hereinabove in paragraph C.

F. Binding Effect: Limitation of Remedy.

Donor acknowledges that Donee will expend extensive time and resources, e.g., in conducting due diligence, in reliance upon this Agreement. Accordingly, Donor specifically acknowledges this Agreement may be enforced by Donee in equity and at law. If Donee shall breach this Agreement, default, or fail to close, the exclusive remedy of Donor shall be to retain the Property, except as provided hereinabove in paragraphs B3, C2 and C3, all other remedies at law or in equity are waived by Donor.

G. Notices.

Any notice, demand, request, consent or other instrument which may be or is required to be given shall be served personally or sent by United States mail, postage prepaid, and addressed to the party-entitled-thereto-at-its-address-set-forth-below or at such other place as either party may designate by written notice to the other or by electronic mail or facsimile. Any written notice served personally shall be deemed served on the date of its receipt. Any written notice sent by mail shall be deemed served on three (3) days after date it is placed in the possession of the United States Postal Service. Any notice sent by electronic mail or facsimile shall be deemed served on the date of its receipt. For purposes of this Agreement, notice shall be sent to Seller and Purchaser as follows:

To Donor: via U.S. Mail
Allen L. Poorman
12408 Ernst Road
Roanoke, IN 46783

To Donee: The City of Fort Wayne
Citizens Square
200 East Berry, Suite 470
Attn: Daniel A. Brenner
Property Manager
Fort Wayne, IN 46802

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

Sheryl K Poorman
Witness:
Sheryl K. Poorman

Donor:
Allen L Poorman
Allen L. Poorman

Sheryl K Poorman
Witness:
Sheryl K. Poorman

Donee:
Daniel A. Brenner
City of Fort Wayne
By: Daniel A. Brenner
Its: Property Manager

Exhibit A

LEGAL DESCRIPTION:

TRACT 1

Part of the East Half of Section 21 and Part of the West Half of Section 22 all in Township 30 North, Range 12 East, Allen County, Indiana being a parcel of land surveyed by Gregory L. Roberts, Professional Surveyor #u80040548 and shown on a PLAT OF SURVEY certified on June 18, 2019 as Donovan Engineering, Inc. Job Number 19–3440 more particularly described as follows:

Beginning at the intersection of the West line of the Northwest Quarter of Section 22, Township 30 North, Range 12 East, Allen County, Indiana and the Northwesterly right of way line of the former Fort Wayne–Bluffton Electric Railway (former Fort Wayne, Bluffton and Marion Interurban Railroad), said point being the Easterly corner of Lot Number 38 in Sand Point Gardens an addition to the City of Fort Wayne, according to the plat recorded in Plat Book 11, page 67 in the Office of the Recorder of Allen County, Indiana; thence South 25 degrees 04 minutes 44 seconds West (INDOT INCORS GPS datum and basis for this description) along said West right of way line and along the East line of Sand Point Gardens Extended, Southwesterly a distance of 982.69 feet to a point on the North right of way line of Willow Oaks Drive; thence North 88 degrees 38 minutes 00 seconds East along the North right of way line of Willow Oaks Drive Extended a distance of 11.17 feet to a point on the West right of way line of DeForest Avenue; thence North 25 degrees 04 minutes 44 seconds East along right of way line a distance of 977.74 feet; thence North 24 degrees 52 minutes 12 seconds East along said right of way line a distance of 1008.35 feet to the Southeast corner of a tract of land conveyed to M. M. & M. J. Baker as recorded in Document 2015035907 as recorded in the Office of the Recorder of Allen County, Indiana; thence North 65 degrees 07 minutes 48 seconds West a distance of 10.0 feet to a point on the West right of way line of the former Fort Wayne–Bluffton Electric Railway; thence South 24 degrees 52 minutes 12 seconds West along said right of way line a distance of 1008.33 feet to the point of beginning, containing 0.457 acres.

TRACT 2

Part of the East Half of Section 21 and Part of the West Half of Section 22 all in Township 30 North, Range 12 East, Allen county, Indiana being a parcel of land surveyed by Gregory L. Roberts, Professional Surveyor #80040548 and shown on a PLAT OF SURVEY certified on June 18, 2019 as Donovan Engineering, Inc. Job Number 19–3440 more particularly described as follows:

Commencing at the intersection of the West line of the Northwest Quarter of Section 22, Township 30 North, Range 12 East, Allen County, Indiana and the Northwesterly right of way line of the former Fort Wayne–Bluffton Electric Railway (former Fort Wayne, Bluffton and Marion Interurban Railway), said point being the Easterly corner of Lot Number 38 in Sand Point Gardens an addition to the City of Fort Wayne according to the plat recorded in Plat Book 11, page 67 in the office of the recorder of Allen County, Indiana; thence South 25 degrees 04 minutes 44 seconds West (INDOT INCORS GPS datum and basis for this description) along said West right of way line and along the East line of Sand Point Gardens Extended, Southwesterly a distance of 982.69 ft. to the point on the North right of way line of Willow Oaks Drive; thence North 88 degrees 38 minutes 00 seconds East along the North right of way line of Willow Oaks Drive, Extended a distance of 67.01 feet to the point on the East right of way line of DeForest Avenue, said point being the POINT OF BEGINNING; thence North 25 degrees 04 minutes 44 seconds East along said right of way line a distance of 952.96 feet; thence North 24 degrees 52 minutes 12 seconds East along said right of way line a distance of 1376.38 ft. to a point on the centerline of Sand Point Road; thence North 73 degrees 36 minutes 14 seconds East along said centerline a distance of 13.3 feet to a point on the Easterly right of way line of the former Fort Wayne–Bluffton Electric Railway; thence South 24 degrees 52 minutes 12 seconds West along said right of way line a distance of 1385.18 ft.; thence South 25 degrees 04 minutes 44 seconds West along said right of way line a distance of 948.0 ft.; thence North 88 degrees 38 minutes 00 seconds West along the right of way of Willow Oaks Drive, Extended a distance of 11.17 feet to the point of beginning, containing 0.535 acres.

FILTER UNDERDRAIN REPLACEMENT – FILTER 21, 23
RESOLUTION NO. 66744

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the installation of a new underdrain system in Filtration Plant Filters 21 and 23 including the installation of associated low pressure piping, valves and instrumentation.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, FILTER UNDERDRAIN REPLACEMENT – FILTER 21, 23.

Declares the cost of the said improvements shall be paid for by the funds from Fort Wayne Water Revenue.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $1,365,000.

APPROVED THIS 19th DAY OF November, 20 19.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Southwest Tank Painting
RESOLUTION NO. 66799

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Includes painting the interior and exterior surfaces of the elevated water tower, structure upgrades and installation of a mechanical tank mixer.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, "Southwest Tank Painting.

Declares the cost of the said improvements shall be paid by the funds from Fort Wayne Utility (Revenue).

Declares the project is necessary for the protection of public health and welfare of the in habitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

States there are no cost associated with the purchase of any land associate with this project.

Declares the engineer's estimate of the project's total cost is $1,073,000.00.

APPROVED THIS 19th DAY OF November, 2019

BOARD OF PUBLIC WORKS

Shan Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST: Michelle Fulk-Vondran, Clerk

Date: 11.19.19

Dec 2019

IMPROVEMENT RESOLUTION No. 0180S

Stellhorn Road Sidewalk Connection, Ph. I

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA.

That it is deemed necessary to improve:

New 5' wide concrete sidewalk along the north side of Stellhorn Road from Sirlin Drive to Reed Road. This will also include new commercial and residential drive approaches (including walk), new concrete curb, Type "II-B", new ADA ramps at all street crossings, various storm drainage improvements, drive culverts, and new drainage ditches as needed.

All in accordance with the details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted this 3 day of December, 2019.

BOARD OF PUBLIC WORKS

Shan R. Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

ATTEST:

Michelle Fulk-Vondran, Clerk

CITY UTILITIES ANNUAL ON-CALL ASPHALT CUT REPAIR SERVICES
RESOLUTION NO. 106-12-3-19-1

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Fort Wayne Utilities is requesting time and material quotes for contracting various types of labor and equipment for repairs of Asphalt Cuts made by the Utilities in the repair of the distribution and collection systems. All repairs are to be made to the Transportation Engineering Standards dated 8-27-15.

Said services shall be constructed in accordance with the plans and specifications.

APPROVED THIS 3 DAY OF December, 2019

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Long Road Lift Station
RESOLUTION NO. 76533

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the installation of a sanitary sewage lift station.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, Long Road Lift Station.

Declares the cost of the said improvements shall be paid by the funds from Fort Wayne Sewer Utility Revenue.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will acquire the property rights described in Attachment "A" (Property Acquisition Summary Sheet).

Declares the cost associated with property acquisition is $4,411.50.

Declares the engineer's estimate of the project's total cost is $595,910.00.

APPROVED THIS 10th DAY OF December, 20 19.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

Attachment "A"

Easement Acquisition Summary Sheet

PROPERTY ADDRESS AND NAME			PURCHASE TYPE	PURCHASE PRICE	STATUS
1	2515 Long Road New Haven, IN 46774	FWCS	Permanent/ Temporary Easements	$800	recorded
2	2315 Long Road New Haven, IN 46774	Fort Wayne Montessori Association Inc.	Permanent Easement	$1,040	recorded

TOTAL: **$1,840**

RESOLUTION TO ALLOW PERMANENT STRUCTURE IN LEGAL DRAIN RIGHT OF WAY FOR STELLHORN ROAD SIDEWALK CONNECTION, PH. I

Resolution No. **106-12-10-19-1** Drain #08-19-320

WHEREAS, the Schoppman Drain is under the jurisdiction of the Fort Wayne Board of Stormwater Management ("BSM"), and;

WHEREAS, the City of Fort Wayne ("Petitioner") has submitted a petition (the "Petition") to construct and/or install a drainage ditch, 12" storm sewer, 2 structures, and a 5' wide sidewalk (collectively, the "Permanent Improvements") and to remove an existing inlet and 12" storm sewer, all within the Schoppman Drain right-of-way, which exists under the authority of IC 36-9-27-33 (the "Right-of-Way"), and;

WHEREAS, the IC 36-9-27-33(d) requires the BSM to approve the location of the Permanent Improvements within the Right-of-Way, and;

WHEREAS, City Utilities Stormwater Engineering staff members have reviewed the proposed Permanent Improvements, believe they are necessary and appropriate, and recommend approval by the BSM.

NOW, THEREFORE, the BSM hereby declares the said improvements necessary and appropriate and approves the request to allow the Permanent Improvements to be constructed and/or installed in the Right-of-Way, on the following terms and conditions:

1. **INDEMNITY**. Petitioner shall indemnify and hold harmless the BSM, the City Utilities Stormwater Engineering Department, and each of their respective directors, officers, agents, representatives, employees, successors and assigns from and against any liabilities, actions, demands, claims, losses, or damages, including reasonable attorney's fees, arising out of any injury or death to any person or damage to any property resulting from or in connection with Petitioner's, or any of Petitioner's agent's, contractor's, vendor's, or supplier's, use or occupancy of the Right-of-Way, the work performed in the Right-of-Way pursuant to the Petition, or the condition of the Permanent Improvements installed in the Right-of-Way pursuant to the Petition.

2. **CONTROL OF PREMISES**. The BSM shall retain control over the Right-of-Way and the BSM, or its designated agents, representatives, or employees may enter into the same in accordance with IC 36-9-27-33. The BSM assumes no responsibility for any temporary or permanent structures placed in the Right-of-Way. Petitioner expressly relieves and discharges the BSM and the City Utilities Stormwater Engineering Department from any and all liability for any loss, injury, or damage to person or property that may be sustained by reason of the placement of the Permanent Improvements in the Right-of-Way and waives the right to recover damages (whether in contract or in tort) for loss of or damage to said improvements.

3. **REMOVAL OF STRUCTURE**. The BSM or the City Utilities Stormwater Engineering Department may require removal of the Permanent Improvements as needed to permit access to the Schoppman Drain. Removal in those situations will be at Petitioner's expense. Should Petitioner fail to remove any or all of the Permanent Improvements as directed in a timely manner after written notice from the BSM or the City Utilities Stormwater Engineering Department, the BSM or the City Utilities

Stormwater Engineering Department may cause the Permanent Improvements to be removed at Petitioner's expense.

4. **PERMITS**. The approval granted hereby is solely limited to approval of the placement of the Permanent Improvements in the Right-of-Way. It in no way constitutes approval of the placement of any other permanent structures in the Right-of-Way or any other approval that may be required by any governmental entity under applicable law. Petitioner represents and warrants that it has obtained all of the legal permits and/or governmental approvals for its operation in and on, or use of, the Right-of-Way. Issuance of all required permits and governmental approvals is a condition of this approval. The indemnity provisions of Section 1 shall apply to any fines or other penalties that may be levied against the BSM or City Utilities as a result of Petitioner's failure to procure all necessary permits and/or approvals.

5. **TERMINATION**. Failure to comply with the terms outlined herein may result in revocation of the approval granted hereby. The BSM shall not be liable for any damages incurred by Petitioner as a result of a revocation of the approval to place the Permanent Improvements in the Right-of-Way.

6. **ACCEPTANCE OF TERMS REQUIRED**. This written approval is conditioned upon Petitioner's acceptance of the terms stated herein and shall not become effective until such acceptance has been received.

APPROVED this 10th day of December, 2019.

BOARD OF STORMWATER MANAGEMENT

By: _____
Matthew A. Wirtz, Chair

By: _____
Shan Gunawardena, Member

By: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

ACCEPTANCE: CITY OF FORT WAYNE

By: _____

Its: _____

Date: _____

Approval of City Utilities Annual Budget for 2020

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS & BOARD OF STORMWATER MANAGEMENT

Date: 12-17-2019

Shan Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

Matthew Wirtz, Member

Attest:
Michelle Fulk-Vondran, Clerk

SUMMIT PRESSURE ZONE CHECK VALVES
RESOLUTION NO. 66943

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

Orders the installation of one 6-inch and one 12-inch in-ground check valve structure.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **Summit Pressure Zone Check Valves.**

Declares the cost of the said improvements shall be paid by the funds from Fort Wayne Water Utility (Revenue).

Declares that this project is of public utility benefit.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $35,000.00.

APPROVED THIS 17th DAY OF December 2019

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

ROOSEVELT WATER MAIN SMITH TO MOUNT VERNON PARK
RESOLUTION NO. 66952

RESOLUTION BY THE BOARD OF PUBLIC WORKS of the City of Fort Wayne, Indiana that:

The project consists of installing approximately 300 LF of 2" HDPE DR-9 water main, removal and re-use of an existing fire hydrant, and replacement of 4 water service lines along Roosevelt Dr from Smith St to Mount Vernon Park Dr.

Said improvements with all their appurtenances shall be constructed in accordance with the plans and specifications titled, **Roosevelt Water Main Smith to Mount Vernon Park**.

Declares the cost of the said improvements shall be paid by the funds from public funds from the Fort Wayne Water and Sewer Utility Revenues.

Declares the project is necessary for the protection of public health and welfare of the inhabitants of the area and the safeguarding of property within the area.

Declares that this project is of public utility benefit.

Declares Board of Public Works will not acquire any property rights.

Declares there is no cost associated with property acquisition.

Declares the engineer's estimate of the project's total cost is $63,200.

APPROVED THIS 17th DAY OF December, 2019.

BOARD OF PUBLIC WORKS

BY: _____
Shan Gunawardena, Chair

BY: _____
Kumar Menon, Member

BY: _____
Mike Avila, Member

ATTEST: _____
Michelle Fulk-Vondran, Clerk

RESOLUTION OF THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA APPROVING LABOR AND EQUIPMENT RATES FOR FORT WAYNE CITY UTILITIES MAINTENANCE REPAIR WORK

Resolution # 106-12-17-19-1

WHEREAS, Fort Wayne City Utilities (the "Utility"), through the Board of Public Works of the City of Fort Wayne, Indiana ("BoPW") and the Fort Wayne Board of Stormwater Management ("BoSM"), owns several miles of water, sewer, and stormwater pipes in and around the City of Fort Wayne, Indiana, as well as other water, sewer, and stormwater infrastructure necessary to provide safe and reliable service to its customers; and

WHEREAS, the Utility's infrastructure is occasionally damaged by the actions of third parties; and

WHEREAS, in such cases, the Utility's Water, Sewer, or Stormwater Maintenance Department will dispatch a crew to repair the damage and then invoice the cost of the work to the responsible third party; and

WHEREAS, the Utility has established uniform labor and equipment rates for the cost to repair such damage and periodically updates those rates as necessary; and

WHEREAS, the Utility has found that the existing labor and equipment rates being charged by the Utility's Maintenance Departments are insufficient to cover the actual cost of work to repair damage caused by third parties to the Utility's infrastructure; and

WHEREAS, the Utility desires to have the BoPW and the BoSM formally approve the labor and equipment rates for the Utility's Water, Sewer, and Stormwater Departments beginning January 1, 2020.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the BoPW now finds and elects that the rates and charges for water, sewer, and stormwater maintenance repair work due to property damage caused by third parties to be paid by the third parties should be sufficient to cover the costs of said work;

SECTION 2. That the rates and charges for labor and equipment for water, sewer, and stormwater maintenance repair work are currently insufficient to cover the cost of such work;

SECTION 2. The following labor and equipment rates of the Utility's Water, Sewer, and Stormwater Departments are hereby established with overtime rates to be charged when repairs are performed outside of the normal Maintenance Department hours;

LABOR RATES

Position	Hourly Rate	Overtime Rate
Backhoe Operator	$45.84	$68.76
Flusher Assistant	$41.35	$62.03
Flusher Operator	$43.37	$65.06
Laborer I	$39.94	$59.91
Laborer II	$39.94	$59.91
Maint Crew Leader - WPCM	$47.12	$70.68
Manhole Sealing Asst	$41.35	$62.03
Meter Reader/Truck	$45.31	$67.97
Night Investigator	$44.21	$66.32
NPDES Insp Asst	$41.35	$62.03
NPDES Insp Oper	$43.37	$65.06
PRG MGR VI-CONSTRUCT	$78.12	$117.18
PRG MGR VII (WPCP/M)	$71.03	$106.55
PRG MGR VI-MAINT REST	$62.76	$94.14
PRG MGR V-SAN-SEWER	$62.99	$94.49
Service Tech II	$46.36	$69.54
Sewer Sys Inspector	$50.56	$75.84
Special Investigator	$45.13	$67.70
Superintendent -WPCM	$82.32	$123.48
Superintendent -WMS	$80.62	$120.93
Supervisor V-DRAIN	$55.99	$83.99
Supervisor VI (WMS)	$53.42	$80.13
Supervisor V-INSPC	$60.11	$90.17
Supervisor V-MAINT	$55.99	$83.99
SUPV V-CONST OP	$64.33	$96.50
SUPV V-MAINT REST	$59.29	$88.94
Tandem Driver	$44.14	$66.21
TV Truck Assistant	$41.35	$62.03
TV Truck Technician	$43.37	$65.06
Vacuum Assistant	$41.35	$62.03
Vacuum Operator	$43.37	$65.06
Water Operator 1	$43.59	$65.39
Water Operator 2	$46.36	$69.54

EQUIPMENT RATES

Item	Item Specs/Notes	Hourly Rate
Board, Arrow		$4.43
Board, Message		$11.61
Chain Saw	Bar Length 16 In	$1.70
Chain Saw	Bar Length 25 In	$3.45
Chain Saw, Pole	Bar Length 18 In	$1.25
Chainsaw	20" Bar, 3.0 cu in	$1.40
Chainsaw	20" Bar 5.0 cu in	$2.45
Chainsaw	20" Bar 6.0 cu in	$2.65
Chevy Trailblazer		$22.00
Chipper, Brush	18 In, to 200 HP	$50.10
Excavator	2007 model Gradall XL3100 III, 184 HP	$105.46
Excavator	2003 model Gradall XL4100 III, 238 HP	$113.20
Excavator	2006 model Gradall XL5100, 230 HP	$88.80
Excavator, Hydraulic	0.5 CY Capacity, to 45 HP	$18.00
Excavator, Hydraulic	1.0 CY Capacity, to 90 HP	$34.20
Excavator, Hydraulic	1.5 CY Capacity, to 160 HP	$52.70
Excavator, Hydraulic	2.5 CY Capacity, to 265 HP	$153.00
Excavator, Hydraulic	4.5 CY Capacity, to 420 HP	$264.50
Excavator, Hydraulic	7.5 CY Capacity, to 650 HP	$223.70
Excavator, Hydraulic	12 CY Capacity, to 1000 HP	$455.00
Fork Lift	6000 Lbs Capacity, to 60 HP	$13.00
Fork Lift	12000 Lbs Capacity, to 90 HP	$18.50
Generator	16 KW, to 25 HP	$7.45
Generator	43 KW, to 65 HP	$15.00
Hose, Discharge	3 In	$0.15/hr/25ft.
Hose, Discharge	4 In	$0.24/hr/25ft.
Hose, Discharge	6 In	$0.60/hr/25ft.
Hose, Discharge	8 In	$0.60/hr/25ft.
Hose, Discharge	12 In	$0.90/hr/25ft.
Hose, Discharge	16 In	$1.70/hr/25ft.
Hose, Suction	3 In	$0.30/hr/25ft.
Hose, Suction	4 In	$0.35/hr/25ft.
Hose, Suction	6 In	$1.15/hr/25ft.
Hose, Suction	8 In	$1.10/hr/25ft.
Hose, Suction	12 In	$1.70/hr/25ft.
Hose, Suction	16 In	$3.15/hr/25ft.

Loader, Skid-Steer	Operating Capacity, 3000 Lbs, to 85 HP,	$36.05
Loader-Backhoe, Wheel	Loader Bucket Capacity, 1.75 CY, to 115 HP, Loader and Backhoe Buckets included.	$47.77
Pump	Centrifugal, 8M pump, 2" - 10,000 gal/hr., to 4.5 HP, Hoses not included.	$6.10
Pump	Diaphragm pump, 2" - 3,000 gal/hr., to 6 HP, Hoses not included.	$6.75
Pump	Centrifugal, 18M pump, 3" - 18,000 gal/hr. pump, to 10 HP, Hoses not included.	$7.99
Pump	to 15 HP, Hoses not included.	$10.30
Pump	to 25 HP, Hoses not included.	$13.60
Pump	to 40 HP, Hoses not included.	$16.65
Pump	4" - 40,000 gal/hr., 4" - 40,000 gal/hr., to 60 HP, Hoses not included.	$27.10
Pump	to 95 HP, Hoses not included.	$32.00
Pump	to 140 HP, Hoses not included.	$41.50
Pump	to 200 HP, Hoses not included.	$49.90
Pump	to 275 HP, Does not include Hoses.	$66.85
Pump	to 350 HP, Does not include Hoses.	$82.00
Pump	to 425 HP, Does not include Hoses.	$96.60
Pump	to 500 HP, Does not include Hoses.	$114.00
Pump	to 575 HP, Does not include Hoses.	$133.30
Pump	to 650 HP, Does not include Hoses.	$154.70
Pump - Trash Pump	10 MTC, 2" Pump, to 7 HP, 10,000 gph	$7.25
Pump - Trash-Pump	CPB Rating - 10MTC, 10000 gal/Hr, 7 HP, Self- Priming Trash Pump	$7.55
Skidder	model 748 E, to 173 HP	$52.70
Skidder	model 648 G11, to 177 HP	$104.30
Skidder	model Cat 525B, up to 160 HP	$62.90
Skidder	40K lbs- model Cat 525C, 161 and up HP	$118.77
Trailer, Equipment	Capacity, 30 Tons	$14.15
Truck, Vacuum	60,000 GVW, 400 HP,	$74.20
Vactor	800 Gal Spoils/400 Gal Water, 500/800 gal, 49 HP	$82.75
Vehicle, Small		$6.40

SECTION 3. The foregoing labor and equipment rates shall be effective January 1, 2020, and shall continue unless and until updated by a future resolution.

APPROVING LABOR AND EQUIPMENT RATES FOR FORT WAYNE CITY UTILITIES MAINTENANCE REPAIR WORK

RESOLUTION NO. 106-12-17-19-1

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS & BOARD OF STORMWATER MANAGEMENT

Date: December 17, 2019

Shan Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

Matthew Wirtz, Member

Attest: _____
Michelle Fulk-Vondran, Clerk

RESOLUTION OF THE FORT WAYNE BOARD OF STORMWATER MANAGEMENT APPROVING LABOR AND EQUIPMENT RATES FOR FORT WAYNE CITY UTILITIES MAINTENANCE REPAIR WORK

Resolution # 106-12-17-19-2

WHEREAS, Fort Wayne City Utilities (the "Utility"), through the Board of Public Works of the City of Fort Wayne, Indiana ("BoPW") and the City of Fort Wayne Board of Stormwater Management ("BoSM"), owns several miles of water, sewer, and stormwater pipes in and around the City of Fort Wayne, Indiana, as well as other water, sewer, and stormwater infrastructure necessary to provide safe and reliable service to its customers; and

WHEREAS, the Utility's infrastructure is occasionally damaged by the actions of third parties; and

WHEREAS, in such cases, the Utility's Water, Sewer, or Stormwater Maintenance Department will dispatch a crew to repair the damage and then invoice the cost of the work to the responsible third party; and

WHEREAS, the Utility has established uniform labor and equipment rates for the cost to repair such damage and periodically updates those rates as necessary; and

WHEREAS, the Utility has found that the existing labor and equipment rates being charged by the Utility's Maintenance Departments are insufficient to cover the actual cost of work to repair damage caused by third parties to the Utility's infrastructure; and

WHEREAS, the Utility desires to have the BoPW and the BoSM formally approve the labor and equipment rates for the Utility's Water, Sewer, and Stormwater Departments beginning January 1, 2020.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the BoSM now finds and elects that the rates and charges for water, sewer, and stormwater maintenance repair work due to property damage caused by third parties to be paid by the third parties should be sufficient to cover the costs of said work;

SECTION 2. That the rates and charges for labor and equipment for water, sewer, and stormwater maintenance repair work are currently insufficient to cover the cost of such work;

SECTION 2. The following labor and equipment rates of the Utility's Water, Sewer, and Stormwater Departments are hereby established with overtime rates to be charged when repairs are performed outside of the normal Maintenance Department hours;

LABOR RATES

Position	Hourly Rate	Overtime Rate
Backhoe Operator	$45.84	$68.76
Flusher Assistant	$41.35	$62.03
Flusher Operator	$43.37	$65.06
Laborer I	$39.94	$59.91
Laborer II	$39.94	$59.91
Maint Crew Leader - WPCM	$47.12	$70.68
Manhole Sealing Asst	$41.35	$62.03
Meter Reader/Truck	$45.31	$67.97
Night Investigator	$44.21	$66.32
NPDES Insp Asst	$41.35	$62.03
NPDES Insp Oper	$43.37	$65.06
PRG MGR VI-CONSTRUCT	$78.12	$117.18
PRG MGR VII (WPCP/M)	$71.03	$106.55
PRG MGR VI-MAINT REST	$62.76	$94.14
PRG MGR V-SAN-SEWER	$62.99	$94.49
Service Tech II	$46.36	$69.54
Sewer Sys Inspector	$50.56	$75.84
Special Investigator	$45.13	$67.70
Superintendent -WPCM	$82.32	$123.48
Superintendent -WMS	$80.62	$120.93
Supervisor V-DRAIN	$55.99	$83.99
Supervisor VI (WMS)	$53.42	$80.13
Supervisor V-INSPC	$60.11	$90.17
Supervisor V-MAINT	$55.99	$83.99
SUPV V-CONST OP	$64.33	$96.50
SUPV V-MAINT REST	$59.29	$88.94
Tandem Driver	$44.14	$66.21
TV Truck Assistant	$41.35	$62.03
TV Truck Technician	$43.37	$65.06
Vacuum Assistant	$41.35	$62.03
Vacuum Operator	$43.37	$65.06
Water Operator 1	$43.59	$65.39
Water Operator 2	$46.36	$69.54

EQUIPMENT RATES

Item	Item Specs/Notes	Hourly Rate
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Chainsaw	20" Bar, 3.0 cu in	$1.40
Chainsaw	20" Bar 5.0 cu in	$2.45
Chainsaw	20" Bar 6.0 cu in	$2.65
Chevy Trailblazer		$22.00
Chipper, Brush	18 In, to 200 HP	$50.10
Excavator	2007 model Gradall XL3100 III, 184 HP	$105.46
Excavator	2003 model Gradall XL4100 III, 238 HP	$113.20
Excavator	2006 model Gradall XL5100, 230 HP	$88.80
Excavator, Hydraulic	0.5 CY Capacity, to 45 HP	$18.00
Excavator, Hydraulic	1.0 CY Capacity, to 90 HP	$34.20
Excavator, Hydraulic	1.5 CY Capacity, to 160 HP	$52.70
Excavator, Hydraulic	2.5 CY Capacity, to 265 HP	$153.00
Excavator, Hydraulic	4.5 CY Capacity, to 420 HP	$264.50
Excavator, Hydraulic	7.5 CY Capacity, to 650 HP	$223.70
Excavator, Hydraulic	12 CY Capacity, to 1000 HP	$455.00
Fork Lift	6000 Lbs Capacity, to 60 HP	$13.00
Fork Lift	12000 Lbs Capacity, to 90 HP	$18.50
Generator	16 KW, to 25 HP	$7.45
Generator	43 KW, to 65 HP	$15.00
Hose, Discharge	3 In	$0.15/hr/25ft.
Hose, Discharge	4 In	$0.24/hr/25ft.
Hose, Discharge	6 In	$0.60/hr/25ft.
Hose, Discharge	8 In	$0.60/hr/25ft.
Hose, Discharge	12 In	$0.90/hr/25ft.
Hose, Discharge	16 In	$1.70/hr/25ft.
Hose, Suction	3 In	$0.30/hr/25ft.
Hose, Suction	4 In	$0.35/hr/25ft.
Hose, Suction	6 In	$1.15/hr/25ft.
Hose, Suction	8 In	$1.10/hr/25ft.
Hose, Suction	12 In	$1.70/hr/25ft.
Hose, Suction	16 In	$3.15/hr/25ft.

Loader, Skid-Steer	Operating Capacity, 3000 Lbs, to 85 HP,	$36.05
Loader-Backhoe, Wheel	Loader Bucket Capacity, 1.75 CY, to 115 HP, Loader and Backhoe Buckets included.	$47.77
Pump	Centrifugal, 8M pump, 2" - 10,000 gal/hr., to 4.5 HP, Hoses not included.	$6.10
Pump	Diaphragm pump, 2" - 3,000 gal/hr., to 6 HP, Hoses not included.	$6.75
Pump	Centrifugal, 18M pump, 3" - 18,000 gal/hr. pump, to 10 HP, Hoses not included.	$7.99
Pump	to 15 HP, Hoses not included.	$10.30
Pump	to 25 HP, Hoses not included.	$13.60
Pump	to 40 HP, Hoses not included.	$16.65
Pump	4" - 40,000 gal/hr., 4" - 40,000 gal/hr., to 60 HP, Hoses not included.	$27.10
Pump	to 95 HP, Hoses not included.	$32.00
Pump	to 140 HP, Hoses not included.	$41.50
Pump	to 200 HP, Hoses not included.	$49.90
Pump	to 275 HP, Does not include Hoses.	$66.85
Pump	to 350 HP, Does not include Hoses.	$82.00
Pump	to 425 HP, Does not include Hoses.	$96.60
Pump	to 500 HP, Does not include Hoses.	$114.00
Pump	to 575 HP, Does not include Hoses.	$133.30
Pump	to 650 HP, Does not include Hoses.	$154.70
Pump - Trash Pump	10 MTC, 2" Pump, to 7 HP, 10,000 gph	$7.25
Pump - Trash-Pump	CPB Rating - 10MTC, 10000 gal/Hr, 7 HP, Self- Priming Trash Pump	$7.55
Skidder	model 748 E, to 173 HP	$52.70
Skidder	model 648 G11, to 177 HP	$104.30
Skidder	model Cat 525B, up to 160 HP	$62.90
Skidder	40K lbs- model Cat 525C, 161 and up HP	$118.77
Trailer, Equipment	Capacity, 30 Tons	$14.15
Truck, Vacuum	60,000 GVW, 400 HP,	$74.20
Vactor	800 Gal Spoils/400 Gal Water, 500/800 gal, 49 HP	$82.75
Vehicle, Small		$6.40

SECTION 3. The foregoing labor and equipment rates shall be effective January 1, 2020, and shall continue unless and until updated by a future resolution.

APPROVING LABOR AND EQUIPMENT RATES FOR FORT WAYNE CITY UTILITIES MAINTENANCE REPAIR WORK

RESOLUTION NO. 106-12-17-19-2

CITY OF FORT WAYNE
BOARD OF PUBLIC WORKS & BOARD OF STORMWATER MANAGEMENT

Date: December 17, 2019

Shan Gunawardena, Chair

Kumar Menon, Member

Mike Avila, Member

Matthew Wirtz, Member

Attest:
Michelle Fulk-Vondran, Clerk

BOARD OF PUBLIC WORKS

2019 RESOLUTION BOOK – 106

JANUARY 8, 2019 - DECEMBER 17, 2019